Bangalore Development Authority

T.Chowdaiah Road, Kumara Park West , Bangalore

Email::eeelec.bda@gmail.com; Telephone No:9845630164

Name of the Tender : Establishing 2x150MVA, 220/66/11KV Sub-station at Guniagrahara along with supply & laying of 220KV, Single core, 1200Sqmm EHV UG cable on Total turnkey basis including Design, Supply, Erection (including civil works), Testing and Commissioning of all materials/equipments in Dr K. Shivarama Karantha Layout, Bengaluru, under Two Cover System.

Amount put to tender: Rs 30600.00Lakhs

General Details

Tender Inviting Authority	:	Executive Engineer (Elec), Electrical Division , BDA Bengaluru-560020
Procurement Entity	:	Bangalore Development Authority
Address	:	Executive Engineer (Elec), Electrical Division, Kumara Park west , T. Chowdaiah Road, Bengaluru- 560020.
Telephone No's	:	98456 30164
EmailID	:	eeelec.bda@gmail.com

TENDER FOR THE WORK OF

Establishing 2x150MVA, 220/66/11KV Sub-station at Guniagrahara along with supply & laying of 220KV, Single core, 1200Sqmm EHV UG cable on Total turnkey basis including Design, Supply, Erection (including civil works), Testing and Commissioning of all materials/equipments in Dr K. Shivarama Karantha Layout, Bengaluru, under Two Cover System.

Tender Reference	:	BDA/2023-24/SS/WORK_INDENT10
Availability of Tender Documents In e-procurement Portal	:	Refer E procurement portal.
Amount Put To Tender		Rs 30600.00Lakhs (Inclusive of GST)
EMD/Bid security	:	Rs 306.00 Lakh
Validity of Tender	:	180Days from the Date of Opening of Bids
Completion Period	:	18 months from the date of Letter of Intent To Award the Contract including monsoon period.
Pre–Tender Meeting Venue: Last date and Time for seeking clarifications Last Date and Time for submission of Tenders	: : : :	Refer E procurement portal. Kumara Park west , T. Chowdaiah Road, Bengaluru- 560020. Refer E procurement portal. Refer E procurement portal.
Time and Date of opening of Technical Bids	:	Refer E procurement portal.
Online Opening of Technical Bids in Karnataka Public Procurement Portal.	:	Office of the Executive Engineer (Ele), Electrical Division Kumara Park west , T. Chowdaiah Road, Bengaluru-560020.
Online Opening of Price Bids in (Financial) Karnataka Public Procurement Portal	:	Refer E procurement portal.

Address for Communication	:	Electrical Division, Kumara Park west , T. Chowdaiah Road, Bengaluru- 560020. e-mail: eeelec.bda@gmail.com

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SECTION 1

INVITATION FOR TENDERS(IFT)

SECTION 1

INVITATION FOR TENDERS (IFT)

Date: 20.01.2024 **IFT No. BDA/2023-24/SS/WORK_INDENT10**

1. The **Executive Engineer(Elec.,), Electrical Division,** Kumara Park west , T. Chowdaiah Road, Bengaluru-560020. Invites tenders behalf of the commissioner from eligible tenderers, for the construction of works detailed in the Table below. The tenderers shall submit tenders for the works given in the Table. ***Two Electronic Tender Document System*** as per Rule28 of the KTPP Act shall be followed.

   The Tenderers are required to submit the Tender in Two Parts
   (1) Techno -Commercial bid containing the Earnest money deposit and the details of their capability to undertake the tender (as detailed in ITT Clause 2 and 3),which will be opened first and
   (2) Financial Bid containing the price tender which will be opened only if the Tenderer is found to be qualified to execute the tendered works both on Electronic Mode. **Manual bids will not be accepted.**

   The Tenderers are advised to note the minimum qualification criteria specified in Clause No. 2 & 3 of the Instructions to Tenderers to qualify forward of the contract.

2. The Bids are invited and to be submitted through e-Procurement Platform only. The Bid Notification, Bidding Documents along with Drawings are available on website with hyperlink 'E Procurement https://kppp.karnataka.gov.in. Tender Documents along with drawings and bidding formats are available 'Free of Cost' to bidders. Bidders need to pay Tender Processing Fee and Earnest Money Deposit through any of the 4 modes of e-Payment as mentioned in Clause No.13 of ITT. Bids not accompanied with requisite Tender Processing Fee and Bid security are liable for rejection.
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **45days** beyond the validity of the tender.
4. Tenders must be electronically submitted Online in e-procurement portal on or before the date and time as mentioned in the e-Procurement platform & Techno-Commercial Bids will be opened on the date and time mentioned in the tender document/e-procurement portal in the presence of the Tenderers who wish to attend. If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be received and opened on the next working day at the same time and venue.
5. A Pre-tender meeting will be held on date and time mentioned in the tender document/e- procurement portal at the office of the Engineer Member, BDA, Kumara Park west , T. Chowdaiah Road, Bengaluru 560020 to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in ClauseNo.8.2 of 'Instructions to Tenderers' of the tender document.
6. Other details can be seen in the tender documents:

TABLE

Package No.	Name of work	Amount Put To Tender (Rs. in lakhs)	Earnest Money Deposit (Rs. in lakhs)	Tender Processing Fee	Period of completion
1	2	3	4	5	6
	Establishing 2x150MVA, 220/66/11KV Sub-station at Guniagrahara along with supply & laying of 220KV, Single core, 1200Sqmm EHV UG cable on Total turnkey basis including Design, Supply, Erection (including civil works), Testing and Commissioning of all materials/ equipments in Dr K. Shivarama Karantha Layout, Bengaluru, under Two Cover System.	30600.00 (Inclusive of GST)	306.00	As specified In e-portal	18 Months Including Monsoon

The interested eligible Bidders may obtain further information from the Office of the Executive Engineer,(Ele) Electrical Division, Bangalore Development Authority, Bangalore - 560020. e-mail:eeelec.bda@gmail.com

Executive Engineer(Ele), Electrical Division, BDA

SECTION2: INSTRUCTIONS TO TENDERERS (ITT)

SECTION2: INSTRUCTIONS TO TENDERERS (ITT)

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SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

A. General

1.0 Scope of Tender:

1.1 The Executive Engineer,(Ele) Electrical Division, Bangalore Development Authority, Bangalore - 560020. Invites tenders following Two Cover tender procedure, from eligible Tenderers, for the works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for all of the works detailed in the table given in IFT.

1.2 **The salient features of the Scope of work covered under this package shall include, but not limited to, the following:**

a) Overall Project Management, Coordination.
b) Design, engineering, manufacture, testing, transportation to site, insurance, storage, erection, testing and commissioning.
c) Conducting of check survey& Revenue survey of the detailed survey that is already conducted by BDA. Conducting of details by the odolite /GPS survey, if any discrepancy is noticed in the earlier detailed survey or deviation of line route if found necessary at the time of execution due to various field problems.
d) Preparation of fabrication drawings and shop drawings, fabrication and supply of towers as per Standard Drawing and Bill of Materials that would be furnished to the successful bidder. Higher steel sections can be used with prior approval, but payment will be limited to ceiling weights that are indicated in the Technical Specification and Bill of Materials.
e) Associated Civil works such as foundation of main and auxiliary structures, construction of cable ducts/trenches, road, storm water drainage, 400kV,220kV and 66kV AIS Hall, Control Room building, D.G. Set etc.
f) Surveying of proposed Cable route including digging and closing of trial pits, preparation of drawings, finalization of Cable route in consultation with Owner’s representative.
g) Land leveling, Design, Engineering and execution of Earth Mat, Control Room Building, Cable Ducts, Roads, Foundations for Station Structures, Support Structures and Equipment’s, Providing Water Supply and Sanitary arrangements, Security Fencing with Gate, Drainage etc.
h) Design, Engineering, Manufacturing, Factory Testing, Supply on FOR Destination to Site basis, Transportation, Insurance, Unloading, Storing, Handling and Moving into the final position, Erection, Installation, Testing, Commissioning and putting the Equipment into Successful Commercial operation of the Substation, Terminal Bay and Transmission lines including Associated Structural and Civil Works.
i) Complete Manufacture including Shop Testing of Equipment’s/Materials in the Scope of the Contractor.
j) Providing Engineering Drawings, Data, Operation Manual, etc for the Owner's approval for the Equipment’s/Materials in the Scope of the Contractor.
k) Packing and Transportation from the Manufacturer's Works to the Site of Equipment’s/Materials in the Scope of the Contractor..
l) Receipt, Storage, Preservation and Safe keeping of Equipment at the

Site.(Both Owner Supplied and Equipment's/Materials in the Scope of the Contractor)

m) Pre-assembly, if any, Erection, Testing and Commissioning of all the Equipment. (Both Owner Supplied and Equipment's/Materials in the Scope of the Contractor.)

n) Reliability Tests and Performance and Guarantee Tests on Completion of Commissioning.

o) Obtaining statutory clearances such as clearances from forest, PTCC, Railways and other agencies wherever required

p) Bidders shall start the line(UG Cable) work from both the ends simultaneously by deploying more number of gangs as the 'ROW' issues which may crop-up can be addressed in parallel on both segments. The bidders shall take note of the same before quoting.

1.2.1 For AIS Station:

i. The scope includes the design, engineering, manufacture, fabrication, testing at manufacturers works, delivery, unloading at site, storage, erection, testing and commissioning at site in complete of the 66kV and 11kV Equipments, switchgear associated other equipment's and civil works, internal roads, drains, necessary buildings etc., 220kV and 66kV UG cables for making connections with outdoor Transformers and 220kV, 66kV Interconnecting Bay for making connections with existing 220/66kV, 66/11kV substation, Relay & protection, Substation Automation System and other electrical and mechanical auxiliary systems on turnkey basis.

ii. The AIS will be mounted on concrete foundations. All necessary supporting framework and base plates shall be provided by the Bidder.

iii. The metal-enclosed gas insulated switchgear, including the operating devices, accessories and auxiliary equipment forming integral part thereof, shall be designed, manufactured, assembled and tested in accordance with the IEC- 62271-203 publications including their parts and supplements as amended or revised to date. One set of the above latest IEC Standards in English version are to be uploaded along with other bidding documents.

iv. The enclosed Layout plan drawing gives the space availability for the AIS at proposed sub-station. The Bidder shall specifically review the area indicated by visiting the site and confirm suitability of the equipment offered to fit into the space shown providing enough space and access for erection, operation & maintenance and also including area required for future extensions. Deviations if any shall be highlighted in the bid with technical reasons.

v. The Bidder shall upload the design & construction proposal of the building along with necessary information, data and drawings in the techno-commercial bid according to the complete requirements.

vi. The typical site plan/typical layout plan of proposed station, enclosed is only for visualizing the concept of design of 220/66kV AIS station. Vendors must bid on the typical site plan/layout specified. They shall also submit detailed proposal based on typical layout/site plan drawings. In addition, an alternative or modified proposal which employ a similar design concept but can show definite technological and/or economic advantages over the layout provided, may also be submitted.

1.2.2 For UG Cable Work:

i) Design the methods of installation of underground power cable, OFC/OPGW Cable, Joints, Link boxes, outdoor Termination structures, Cable laying, excavation and back filling of Cable trench, jointing bays, supply and installation of associated materials like sand, bricks, warning tape, protective slabs, pipes, route indicators etc., in the duct inclusive of all Civil works.

ii) The tentative cable route plan is furnished to the Bidder, indicating roads, position of road crossings, railway crossings, drainage crossings etc., in the drawing enclosed with the bidding document. In case of Variations during actual survey or any deviations in quantity, payment would be as per subject tender conditions.

iii) The successful Bidder shall make a detailed survey of the cable route, by excavating the trial pits as warranted by the local conditions and prepare necessary drawings. All relevant data, required shall be properly recorded and preserved for future use and to decide on requirements of:

- Cable delivery length per drum.
- Proposed cable sections.
- Location of joint bay positions (Lattitude & Longitude).
- Type and quantity of joints required.
- Final cable route plans.
- Design of RCC cable duct for laying and cable ducts/trench for

  road crossings drainage crossings, railway crossings etc.
- Identify locations for bonding.
- Trench with brick masonry side wall and pre-cast reinforced concrete slabs.
- Statutory Clearance from local bodies.

iv) The survey data on the cable route should also include recording of the information required for cable design, such as.

- Type of soil along the cable route, soil resistivity
- Soil thermal resistivity, PH Value
- Sub soil water locations and other relevant information in designing the ducts and pipes for cable.
- Horizontal Drilling Locations and Bridge Crossing Details including depth of the cable laid (Lattitude & Longitude)

v) Testing and evaluation of soil resistivity, soil thermal resistivity, PH value of the soil along the route and based on the data the final system is to be designed.

   i. Perform a thorough route soil thermal resistivity survey by in-site testing along the entire cable route.
   ii. Conduct a detailed analysis of soils/strata encountered along the route for the thermal performance under specified cable loading.
   iii. Design of optimum cable trench and optimum backfill dimension.

vi) Design, Manufacture, testing at works/Test house, supply, storage, installation, testing at site and commissioning of 220kV & 66kV XLPE U.G Cables with accessories like joints and terminations.

vii) Design, supply, erection, testing and commissioning of following;

   i. Surge Voltage limiters.
   ii. Grounding switches.
   iii. Link boxes for earthlings.

viii) Obtaining statutory clearances such as clearances from forest, BWSSB, BBMP, Local Bodies, Municipal Corporations, Village Panchayat, NHAI, PWD, PTCC, Railways and other agencies wherever required. Please refer clause no. 5 of SCC, for further

details.

ix) Design, supply of materials and construction of RCC cable duct for laying, cable ducts, supports for cable crossings, storm water/ sewerage drains wherever required. Design, supply of materials and laying of pipes/ construction of cable ducts for Road crossings and Railway crossings wherever required.

x) Design, Supply, installation, testing and commissioning of
   i. Normal straight through joints.
   ii. Indoor/Outdoor cable terminations.

xi) Design, supply and erection of structure for mounting/ supporting cable with terminations.

xii) Supply of recommended essential spare parts.

xiii) Supply of tools and tackles.

xiv) Furnishing all relevant drawings, data and instruction manuals.

xv) Supply of consumable items like cable end sealing caps for cable during transport and jointing and all others associated sundry materials.

1.2.3 SCOPE OF SERVICES:

The scope of services includes total turnkey services in the erection, installation, commissioning of the equipment/system of specified type and rating. The work includes but not limited to:

i. Complete checking, monitoring, storing of the materials at the site and co- ordination of work.

ii. Finalize procedure of installation and erection in consultation with owner.

iii. Regular supervision and following up of erection/ installation work.

iv. Testing and commissioning the system/equipment's for successful commercial operation.

v. The modules, cables and its accessories shall conform in all respects to high standards of engineering, design, workmanship and latest revisions of relevant standards at the time of offer/erection and the owner shall have the power to reject any work or material which in owner's judgment is not in full accordance therewith.

vi. It is not intent to specify completely all the details of Design and construction of cable and accessories. However, the cable and accessories shall conform in all respects to the high standard of engineering design and workmanship and shall be capable of performing continuous commercial operation up to the suppliers guarantee period in a manner acceptable to the Owner who will interpret the meanings of drawings and specifications and shall have power to reject any work or material, which in Owner judgment, is not in accordance therewith. The cable offered shall be complete with all the components necessary for its effective and trouble free operation. Such components shall be deemed to be within the scope of the Bidder irrespective of whether they are specifically brought out in this specification and/or in the commercial document or not.

vii. The bidder shall quote for complete scope of the work specified in the tender.

NOTE:

The scope shall cover supply of all required equipment's, accessories, spares and jointing kits and tools and plants, competent supervision and consumables. All other matching materials required (whether specifically mentioned or not) for complete installation, testing and commissioning of the system shall also be covered.

2. Eligible Tenderers:

2.1 Tenderers shall not be under a declaration of in eligibility for corrupt and

fraudulent practices issued by the Government of Karnataka.

2.2 Consortium/Joint Venture is allowed for the works of value exceeding rupees 50 crores and 220KV & above voltage class works having station, terminal bay, Transmission lines and/ or UG cable works together.
In respect of this the partners of Consortium shall be legally liable jointly and severely during the tendering process and for execution of the contract and shall meet the qualifying criteria of annual turnover, assessed tender capacity, work experience, Financial means (Liquid assets), personnel and equipment capabilities collectively.*

2.3 (Limited to maximum of Two constituents including Prime/Lead Bidder) are acceptable such that,

i. All the partners of the Consortium/Joint Venture are shall meet the Qualifying Requirements at Clause Nos. 2.3 and Technical capability prescribed at Clause No. 3.2(b)(i), 3.2(b)(ii) and 3.3(a) of Section 2 ITT collectively.
ii. Financial requirement prescribed at clause nos. 3.2 (a), 3.3(b) & 3.6 of ITT shall be met by all partners of Consortium/Joint Venture is collectively subject to fulfilment of Requirement of Clause No.2.3.

Both the signatories of the Consortium/Joint Venture agreement shall be only those holding valid Power of Attorney. A certified copy by the Company Secretary/Authorized Signatory to the respective Members of the Consortium/Joint Venture shall be attached as evidence for authentication.

One of the Members of the Consortium/Joint Venture shall be nominated as lead Bidder (Prime Bidder) of the Consortium/Joint Venture and authorization shall be evidenced by submitting a Power of Attorney signed by signatories of both the Members of Consortium /Joint Venture .

The Lead Bidder of the Consortium/Joint Venture shall be the only one who will be authorized to receive the instructions for and on behalf of the Consortium /Joint Venture . The Lead Bidder of the Consortium/Joint Venture primarily responsible for the total execution of the contract including all contractual obligations and receipt of the payment due in accordance with the provision of the contract.

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*Incorporated as per Energy Department Letter No. ENERGY/VSC/30/2023 Dated 17.03.2023 and Finance Department Letter No.FD63EXP-1/2023 Dated14.03.2023.

Both the Members of the Consortium/Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the terms and conditions of the Contract and a statement to this effect shall be included in the Consortium/Joint Venture agreement as well as in the Contract Agreement.

There shall be no conditional offer in the Consortium/Joint Venture Agreement with regard to the project.

The Contract Agreement between Purchaser and Consortium/Joint Venture shall be signed by both the Members of the Consortium/Joint Venture .

The Consortium/Joint Venture formed for the purpose of the project shall be valid till completion of the Contract.

A Bidder shall submit only one tender in the same tendering process. No Bidder can be a Consortium/Joint Venture Partner in case he submits a tender individually in the same tendering process. A Consortium/Joint

Venture Partner shall not be a partner for more than one Bidder in the same Tendering process in that case both or all such offers will be rejected and also in case a Prime / Lead Bidder becomes a Consortium/Joint Venture Partner for another Bidder in the same Tendering process then both or all such offers will be rejected.

The Consortium/Joint Venture agreement confirming the intent of both members to form the Consortium/Joint Venture should be submitted along with the Bid. It should also distinctly show the financial participation of each member of the Consortium/Joint Venture /Joint Venture , scope of work and responsibilities of each member with regard to planning, execution and performance of the work under the entire scope of contract between Purchaser and Consortium/Joint Venture .

The lead Bidder of the Consortium/Joint Venture shall abide by the general terms and conditions specified by the purchaser or his authorized representatives**.**

Note: *Consortium/Joint Venture allowed for the works of the value exceeding Rs.50.00 Crores and 220kV & above voltage class works having Station, Terminal Bay, Transmission Line and /or UG Cables Works together and must posses 25% of EHV Cable Tender Qty.*

2.3 The tenderer should possess required valid Super Grade Electrical Contractors License issued by the Government of Karnataka/CPWD for all the members of Consortium/Joint Venture .*

The Tenderer/Bidder in case of Individual participation or both the partners of Consortium/Joint Venture in case of Consortium/Joint Venture participation shall possess valid Super Grade Electrical Contractors License issued by the Government of Karnataka/CPWD as on the date of Bid Notification and shall upload the same along with other Bidding documents failing which the offer will be rejected.

2.4 General Requirements:

The Bidder should have the following Requirements:

a) Bidder shall be financially sound and shall submit audited financial reports for last five years preceding the date of Bid submission. Bidder shall have adequate knowledge of
Sub-Stations and Transmission Lines Design procedures including Quality Control and
shall have infrastructure and Erection facilities and capacity to execute the Works.

b) Litigation: The Tenderer and Consortium/Joint Venture partners shall provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years with BDA. A history of awards involving litigations against the bidder or any party or Consortium/Joint Venture partner may result in rejection of bid.

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*Incorporated as per Energy Department Letter No. ENERGY/VSC/30/2023 Dated 17.03.2023 and Finance Department Letter No.FD63EXP-1/2023 Dated14.03.2023.

c) The Tenderer/bidder and Consortium/Joint Venture partners should not have been Blacklisted/ disqualified for non-performance in any of the Government utilities in the past five years
as on date of Bid opening. Then in such cases, the offer of the bidder will be summarily
rejected.

d) Technical Snag for EHV UG Cable: In case of tenders involving EHV UG Cable works, if the Bidder has supplied the EHV cable of a particular

make to any of the contracts
earlier irrespective of voltage class & if it is not commissioned due to technical snags, in
last six months from date of opening of the bid, then in such an event offers of such cable manufacturer & Bidder will be rejected.

However, if the technical snag has been attended to & if the cable system is in
operation for a period of not less than six months as on the date of bid submission then such bids will be considered.

e) The offer of the Tenderer/bidder or his Consortium/Joint Venture partner is liable for rejection in
following cases:

i. Where the Executive Engineers (Electrical Division) BDA have issued notices in respect of ongoing works in the last 6 months as on date of bid submission invoking 'Risk & Cost' clause and where the work is not completed/charged.

ii. Where the Executive Engineers (Electrical Division) BDA have issued notices in the last 6 months as on date of bid submission invoking 'Risk & Cost' clause and where the work is completed by BDA entrusting it to some other agency

iii. Wherein the works awarded by BDA to the Tenderer/bidder has been short closed invoking clause 49.7 & 49.8 of Conditions of Contract (Contractors default) then the
bidder shall not be eligible if such short closure has been initiated within 6 months
prior to the last date of bid submission of this tender.

Note:
However, if the Tenderer/bidder after issue of 'Risk & Cost' notice completes the works successfully and if the same is commissioned (before opening of the bid), in such cases the offer of the bidder would be considered.

f) Restriction on Land Border Sharing:

Any Bidder & Consortium/Joint Venture partner (in case of Consortium/Joint Venture) from a country which shares a land with India will be eligible to bid in this tender only if the bidder & Consortium/Joint Venture partner is registered with the Competent Authority as per the provision of

Government Order No. FD455 EXP-12 2020 Bengaluru dated 01.04.2023. Such bidder/ Vendor shall meet the eligibility clauses specified in Annexure-XVI & Annexure-XVII of the tender document under the heading Model Clause/Certificate/Undertaking. A certificate/self declaration/ undertaking for having read the clauses specified in Annexure- XVI & Annexure-XVII are to be uploaded by the bidder and Consortium/Joint Venture Partners in the following format:

a. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered." (Where applicable, evidence of valid registration by the Competent Authority shall be attached).
b. I have read the clause regarding restrictions on procurement from a bidder/vendor having Transfer of Technology (TOT) arrangement. I certify that this bidder/vendor does not have any TOT arrangement requiring registration with the competent authority.

OR

I have read the clause regarding restrictions on procurement from a bidder/vendor having Transfer of Technology (TOT) arrangement. I certify that this bidder/vendor has valid registration to participate in this procurement.

Note:
As per the GOK, Circulars dated 10.03.2021 and 29.03.2021, regarding Registration with Competent Authority, the following are the clarifications,

i) A Bidder is permitted to procure raw material, components, sub-assemblies etc., from the vendors from the countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
ii) However, in case a bidder has proposed to supply finished goods, procured directly /indirectly from the vendors from the countries sharing land border with India, such vendors will be required to be registered with the Competent Authority.
iii) Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC) including consumables for closed system, from Original Equipment Manufacturer(OEMs) or their authorized agents are exempted from the requirement of registration as mandated under Government Order No :FD 455 Exp- 12/2020 Bengaluru dated 28.08.2020.

The Bidders and Consortium/Joint Venture partners (In case of Consortium/Joint Venture) are requested to upload the valid **Super Grade Electrical Contractors License** issued by the Government of Karnataka/CPWD and Certificate/self-declaration in respect of Clause Nos: 2.3 & 2.4 (b), (c), (d), (e) & (f) above respectively along with the other documents, failing which the offer is liable for rejection.

3 Qualification of the Tenderer:*

3.1 All Tenderers /Bidders shall provide the requested information accurately and in sufficient detail in Section-3: Qualification Information and shall upload all the documents/credentials meeting the Qualifying Requirements as below:

3.2 To qualify for award of this contract, Tenderer in its name should have the following:.

a) Achieved in at least two financial years in the last five years i.e. FY 2018-2019 to 2022-2023 a minimum financial turnover of Rs.40800.00 Lakhs

i. *Updated to the FY in which the tenders are invited. Financial Turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.
ii. Audited Financial statements ie., Balance sheets, P&L statements, Turnover certificates duly certified by a Chartered Accountant as evidence shall be uploaded of Lead Bidder & Consortium/Joint Venture partner (in case of Consortium/Joint Venture).

b) The Bidder should have Satisfactorily Completed & Commissioned similar work as detailed in the name of the work to the extent of :

(i) **For 220kV Sub Station:**

Usually not less than One (1) No. of 220KV OR above voltage class Substation OR not less than Five(5) Nos. of 66KV or 110KV voltage class substations in the last ten(10) years and shall be in satisfactory for a period of One (1) year prior to the date of submission of bid. *

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*Incorporated as per Energy Department Letter No. ENERGY/VSC/30/2023 Dated 17.03.2023 and Finance Department Letter No.FD63EXP-1/2023 Dated14.03.2023.

(ii) **For 220kV EHV UG Cable:**

Usually not less than Twenty Five(25) percent of length i.e 3.70 CKM (Circuit consists of 3 Nos of single core 1200SQmm) of EHV UG cable in the tendered voltage class OR above Voltage Class cumulatively in the last ten(10) years and shall be in satisfactory for a period of One (1) year prior to the date of submission of bid. *

c) Not applicable

d) **Qualifying Requirements for** Manufacturers of EHV UG Cable & Cable Accessories *

i) The bidders need to source the equipment from the manufacturers who meet Manufacturing experience of Five (5) years, satisfactory service of 2 years and valid type test reports as per CEA guidelines.

ii) Not Applicable.

e) Not Applicable.

3.3 **Tenderer should further demonstrate:***

a) Not Applicable.

b) Liquid Assets and/or availability of credit facilities of no less than Rs 7650.00 Lakhs
(25% of the Amount Put to Tender) (Credit lines/ Letter of credit/ certificates from banks for meeting the fund requirement etc).

3.4 Deleted.

3.5 Deleted.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

Where,

A = Maximum value of electrical works executed in any one year during the last five years (updated to FY 2023-2024) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at FY 2023-2024 price level, of existing commitments and on-going electrical works to be completed during the next 1.5 Years (18 months) (Period of Completion in Years to be stipulated).

Note:

i. The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge,

not below the rank of an Executive Engineer or equivalent.

ii. A self-declaration is to be uploaded by the Lead Bidder & Consortium/Joint Venture partner(in case of Consortium/Joint Venture) stating that "the information with regard to assessed available tender capacity (Works on Hand) furnished are correct".

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- Participated in the previous Tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification

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*Incorporated as per Energy Department Letter No. ENERGY/VSC/30/2023 Dated 17.03.2023 and Finance Department Letter No.FD63EXP-1/2023 Dated14.03.2023.

3.8 **PUBLIC SECTOR COMPANIES:**

3.8.1 Public Owned Enterprises domiciled in the Owner / Lessee Country may be eligible to qualify if, in addition to meeting all the above requirements, and also:

3.8.1.1 Are Commercially oriented Legal Entities distinct from the Owner/Lessee, and are not a Government Department.

3.8.1.2 Are financially autonomous, as demonstrated by requirements in their constitutions to provide separate audited accounts and return on Capital, powers to raise loans and obtain Revenues through the sale of Goods or services and

3.8.1.3 Are Managerially autonomous.

3.8.2 PSU's shall note that No preference / advantage of whatever nature will be given in evaluation / comparison of Bids and in Award of Contract.

3.9 **General:**

3.9.1 A Bidder shall submit only one tender in the same tendering process. No Bidder can be a Consortium/Joint Venture Partner in case he submits a tender individually in the same tendering process. A Consortium/Joint Venture Partner shall not be a partner for more than one Bidder in the same Tendering process in that case both or all such offers will be rejected and also in case a Prime / Lead Bidder becomes a Consortium/Joint Venture Partner for another Bidder in the same Tendering process then both or all such offers will be rejected.

3.9.2 Notwithstanding the above, if it is found that the performance vis – a - vis works awarded to the Bidder by BDA is either behind schedule or not satisfactory, BDA will be at liberty to disqualify the Bidder and reject its Bid at the time of techno- commercial evaluation.

3.9.3 If the information furnished by the Bidder / Bidders found to be false at any stage of tendering / execution, then the BDA, at its discretion may take action against such Bidder / Bidders. If false information is found at the Tendering stage BDA may forfeit the EMD paid, disqualify the offer of such Bidder, Black list the Firm etc.., and if false information is found at execution stage then BDA may cancel the works awarded, forfeit the Bank Guarantee furnished against the performance of the contract, Black list the Firm, besides initiating action for

recovery of excess money paid by BDA, if any, after getting the works executed from other contractors, levy liquidated damages etc.

3.9.4 If part or full price sheets or prices are exposed in the Techno-Commercial Sheets or Techno-Commercial Bid by the Bidder, then the offer of the Bidder will be rejected.

3.9.5 Notwithstanding anything stated above or elsewhere in the Tender specifications, BDA reserves right to assess the Capability / suitability of the Bidder to perform the overall Contract should the circumstances warrant such assessment in the overall interest of BDA.

3.9.6 BDA reserves its right to vary or modify any of the tender condition for reasons to be recorded, in case it becomes necessary.

3.9.7 Bidder to source the supply of equipment/material from BDA approved Vendors only as per the revised QR for Vendor registration, available in the KPTCL website i.e., https://kptcl.karnataka.gov.in, Link Tender and Procurement application for Vendor registration. Further, a certificate is to be submitted/uploaded by the Bidder agreeing to source the equipment/ material for the work from the Vendors who meet the eligibility clauses regarding restrictions on procurement from a country which shares a land border with India as specified in Annexure - XVII of the tender document.

3.10 To be qualified for Award, Bidders shall provide satisfactory evidence to the Owner of their capability and adequacy of resources to carry out the Contract effectively. Bids shall include the following information and Separate document Files have been specifically created for uploading the following qualifying documents.

(Names of the files/folders uploaded by Bidder should consist of max. 40 alphabets only)

i. Bank Guarantee towards Bid Security (EMD) shall be furnished and uploaded in accordance with Cl. No. 13 of ITT.
ii. Self-declarations of Lead Bidder & Consortium/Joint Venture partner (In case of Consortium/Joint Venture) in respect of Litigation, dis-qualification due to non-performance, Technical snag for EHV UG Cable, 'Risk & cost' clause and 'Restriction on border sharing' as specified in Annexure- XVI & Annexure-XVII as per Clause No. 2.4 of ITT above.
iii. Documentary proof for qualifying requirements at cl. No. 3 of ITT viz., station, transmission lines, UG Cable etc., - Necessary documentary evidence and end user certificates issued from any state/central power utilities such as Performance certificates, Work Done Certificates, P.O. (Purchase Order)/ LOI (Letter Of Intent)/ LOA (Letter of Award)/ DWA (Detailed Work Award), self- Declarations & statements countersigned by employer in charge not below the rank of Executive Engineer or equivalent regarding 'Assessed Available Tender Capacity', Banker's Certificate, Certificated from Chartered Accountant - as documentary proof for Qualifying Requirements.
iv. Audited financial statements including Balance sheets, Profit and Loss statements, Turnover certificate, Auditors Reports of the last five years preceding the date of bid submission of the Bidder & Consortium/Joint Venture member (In case of Consortium/Joint Venture).
v. Details of Works on hand and Ongoing contractual commitments
vi. Banker's Certificate for assessing the Liquid Assets (Letter of Credit/ Certificate from banks meeting fund requirement) to assess Lines

of Credit and availability of other Financial resources.

vii. Type test reports as per tender documents / technical specifications.

viii. Consortium/Joint Venture Agreement (In case of Consortium/Joint Venture).

ix. Power of Attorney in favor of all the persons signing the documents, Power of Attorney for Consortium/Joint Venture , combined power of attorney signed by the signatories of all the members of Consortium/Joint Venture as an evidence of authorization for nominating leader (Prime Bidder) of Consortium/Joint Venture .

x. Copies of original documents defining the Constitution or Legal Status, place of Registration and Principal place of Business of the Bidder, written Power of Attorney to the Signatory of the Bid to commit the Bidder to the Contract along with the resolution passed in this regard by the Board of Directors / all the Partners of the Firm.

xi. Valid Super Grade Electrical Contractor's License of both Lead Bidder & Consortium/Joint Venture partner (in case of Consortium/Joint Venture) issued by the Govt. of Karnataka/CPWD as on the date of bid submission in Clause No.2.3 of ITT.

xii. Certificate of Incorporation of the Individual/Consortium/Joint Venture or any relevant document in respect of Partnership/Proprietorship firms as per the tender document.

xiii. The bidder and Consortium/Joint Venture Partner (In case of Consortium/Joint Venture) should have valid GST registration with GSTIN number, PAN Card and ISO Certificates.
Note: The successful Bidder and his Consortium/Joint Venture partner who have GST registration in other States should have GST registration in the State of Karnataka mandatorily at the time of execution of the Contract Agreement

xiv. No Deviation Certificate.

xv. Letter of Undertaking as in Annexure-V.

xvi. The Qualification and experience of key Personnel proposed for carrying out the Work.

xvii. Description of the Tools & Plant available with them for execution of the Work.

xviii. An undertaking to source the supply of equipment/material from KPTCL approved Vendors only as per the QR for Vendor registration, available in the KPTCL website i.e., https://kptcl.karnataka.gov.in, Link Tender and Procurement - application for Vendor registration etc.,..

xix. An undertaking to source the supply of equipment/material from Vendors who meet the eligibility clauses regarding restriction on procurement from a country which shares land border with India as specified in Annexure- XVII as per Clause No. 3.9.7 of ITT above.

xx. All self-declarations, legally enforceable deeds & Undertakings as per terms and conditions of the tender.

xxi. All details as called for in the Technical specifications of all the equipment's/ materials of the Tender.

xxii. Any other required documents as per the qualifying requirements, terms and conditions of the tender.

Note:

a) Bidders are requested to upload legible documents only.

b) The Guaranteed Technical Particulars of the equipment's shall be filled in the concerned Data Requirement Sheet (DRS) of Techno- Commercial sheets.

c) These Qualifying documents are to be uploaded to the respective files only. If any of the documents are not applicable to a particular Bidder, then

such Bidders have to upload a document stating “Not Applicable”. The other documents if any which needs to be uploaded by the Bidder for which no specific files have been created to substantiate or to meet the requirements of the Bids, such additional documents may be uploaded in the folder named as “additional documents” in the e-Procurement portal.

d) No hard copy/copies of additional documents other than those already uploaded will be entertained.

e) Bids can be uploaded on to e-procurement platform before the date and time notified for uploading the Bids in e-procurement platform.

f) The Price Bids of those Bidders whose Techno-Commercial Bids are found Responsive will be opened after completion of Technical Evaluation.

NOTE: Price Bids of Technically Non - Responsive Bidders will not be opened.

g) The Bidders shall upload/provide credentials in support of their Technical capacity, Financial Strength and Past Experience.

h) Bangalore Development Authority, takes no responsibility for delay, due to any cyber or any other computer related problems. Further, BDA reserves the right to reject any or all the Bids without assigning any reasons thereof and shall bear no liability whatsoever consequent upon such a decision.

i) The bidder is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. The department shall not be responsible for non-accessibility of e-Procurement portal due to internet connectivity issues and technical glitches.

3.11 QUALIFYING REQUIREMENT OF MANUFACTURER OF EQUIPMENTS TO BE SUPPLIED BY THE CONTRACTOR:

a) The source of supply of equipment/ materials for bought out goods, covered under the scope of the Contractor, shall be only from approved Vendor of BDA

b) . Technical parameters of the bought out materials/ equipment’s shall be clearly furnished. Please refer Annexure–A criteria for vendor approval dated 19.09.2014, w.e.f 01.01.2014 & amendments thereon uploaded along with this document stipulating the qualifying requirement for the Manufacturer of equipment’s to be supplied by the contractor. The criteria for vendor approval shall be provided to the successful bidder in consultation with KPTCL

OR

c) Manufacturers who are subsidiaries and have recently established production line in India for the Equipments/ Materials covered in the Scope of this Bid identified to be supplied by the Contractor, can also be considered as meeting with the criteria, provided the Parent Company (Principals) who possess QR as mentioned above agrees to furnish, along with the Bid, either jointly with the Sub-Vendor (Subsidiary) or separately, a legally enforceable undertaking to Guarantee Quality, timely supply, Performance and Warranty obligations as specified for the Contract and also furnish Performance Certificate for the Satisfactory Operation of individual Equipment. Such Guarantee (Warranty) for the Equipment to be supplied shall be for a period of **42 (Forty Two) months** in respect of GIS modules, Power

Transformer, Bus Reactor, Monopoles, Control and Relay panels, Isolators, Battery Set, Nitrogen Injection Fire Extinguishing system, Circuit Breakers & Substation Automation System, **(36+1) (thirty seven) months (including one month observation period)** for 66kV & 220kV UG cable & cable accessories, **36 (thirty six) months** for OPGW Cable, Hardware & its Accessories, HTLS/HPC conductor, Hardware & its Accessories, **24 (Twenty four) months** in respect of Battery Charger, Cameras (pertaining to Smart Surveillance systems (CCTV)) & **12 (Twelve) months** for rest of the equipments/ materials of the project commencing immediately upon the satisfactory commissioning and **36 (thirty six) months** in respect of Testing & Maintenance Equipments (As Mentioned in Technical Specification) commencing from the date of successful demonstration at site/ Laboratory already furnished at the time of entering into Contract Agreement).

Note: Not withstanding to the above, if the guarantee periods specified for each of the equipment/material in the technical specification, is more than the above periods, then the period stipulated for such equipment/material in the technical specifications prevails.

The Performa of Annexure VII (Section 4: Formats of Annexures) of Bid Document, duly filled and duly signed by authorized Persons shall be uploaded.

d) KPTCL from time to time, may issue circulars indicating the Approved Vendors in respect of certain equipments/materials. In respect of such Vendors, the Total / Partial Turnkey Contractor need not furnish the qualifying data. Present list of approved sub-vendors for various materials / equipments are available in the KPTCL website same shall be intimated to BDA in written without fail.

Note: For Power Transformers & Relay & Protection Panel with sub-station automation, qualifying requirements specified in the respective sections of equipments shall also be met to qualify for the supply of the equipments in addition to the conditions mentioned above

Project specific vendor approval will not be entertained. Only in cases where approved vendors are not available for any specific material/ equipment, then request for project specific vendor approval will be considered in which case successful Bidder desiring to procure any Equipments/Materials from any such Sub Vendors , shall furnish all the Credentials such as Type test Certificates, details of Past Supplies, Performance Certificates from the End Users etc as required as per Annexure-A (of BDA Vendor approval guidelines) to this office for examination and to convey the necessary competent approval. This will be for exceptional cases only. The owner reserves the right to accept or reject the same. However, all Type Tests/ Special Tests as per IS/IEC will be subjected on this material/equipment at the cost of Successful Bidder without affecting the Completion Schedule.

Note: Though the materials are sourced from approved Vendors of KPTCL, the approved vendors shall also meet the Qualifying Requirements, if any stipulated in the prevailing Tender Specifications.

3.12 For the purpose of Qualifying Requirements, one number of Circuit Breaker Bay shall be considered as a Terminal Bay used for Controlling a Transmission Line or a Power Transformer or a Bus Section or a Bus Coupler and comprising of at least one Circuit Breaker, two Disconnects and three Nos. of CTs.

3.13 Before Bidding for the above works of Substation, Terminal Bay and

Transmission Line, the Bidder shall fully familiarize himself with the Site conditions and General arrangements, etc and examine contents and instruction of bid documents and fully inform himself as to all conditions and matters, which may, in any way, affect the contract or cost thereof. Though the Owner shall endeavor to provide the information, it shall not be binding for the Owner to provide the same. The Bidders are advised to visit the Sub-Station / Transmission Line Site and acquaint themselves with the Topography, infrastructure, Soil conditions and Design Philosophy. The Bidders shall be fully responsible for providing all Equipments, Materials, System and Services specified in their Scope or otherwise which are required to complete the Construction and successful Commissioning of the Sub-Station / Transmission Line in all respects in this package. Non- familiarity with the Site conditions will not be considered for extra Claims and for not carrying out the Work in strict conformity with Drawings and Specifications.

BDA reserves its right to vary or modify any of the tender condition for reasons to be recorded, in case it becomes necessary.

4 **One Tender per Tenderer:**

4.4 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender, will cause all the proposals with the Tenderer's participation to be disqualified.

5 **Cost of Tendering:**

5.4 The tenderer shall bear all costs and expenses associated with the preparation and submission of his tender including pre/post bid discussions, technical and other presentations etc., and the Employer will under no circumstances, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6 **Site Visit and Local conditions:**

6.4 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

6.5 It will be imperative on each Bidder to fully inform himself of all Local conditions and factors which may have any effect on the execution of the Contract covered under these Documents and Specifications. The Owner shall not entertain any request for clarifications from the Bidders, regarding such Local conditions.

6.6 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No Claim for financial adjustment to the Contract Awarded under these Specifications and Documents on account of Local conditions will be entertained by the Owner. Neither any change in the Time Schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the Cost of the Works to the Bidder.

6.7 The Equipment shall be Packed for Transportation so as to meet the Space and Weight limitation of Transport facilities especially along the Rail/ Road. Approval from concerned Railway Authorities for movement of over dimensional Consignment/Package shall be obtained by the Contractor before starting Manufacture of such Equipment.

B. Tender Documents

7 **Content of Tender documents:**

7.4 The Goods and Service required, Tendering Procedures and Contract

Terms are prescribed in the Tender Document. The Tender Document is a compilation of the following Sections:

Section 1	:	Invitation for Tenders (IFT)
Section 2	:	Instructions to Tenderers (ITT)
Section 3	:	Qualification Information
Section 4	:	Format of Annexures
Section 5	:	Conditions of Contract (CC)& Special Conditions of Contract (SCC) & Erection Conditions of Contract (ECC)
Section 6	:	Contract Data (CD)
Section 7	:	Technical Specifications
Section 8	:	Drawings
Section 9	:	Bill Of Quantities
Section 10	:	Format Of Bank Guarantee For Bid Security (EMD) & Security Deposit (Performance bank Guarantee)
Section 11	:	Tender Proposal Sheets a) Technical Sheets b) Item-Wise Financial Bid

7.5 Section 11 is to be duly filled and uploaded on e-procurement portal by the Bidder.

7.6 **Understanding of Bid Documents:**

A Prospective Bidder is expected to examine all Instructions, Forms, Terms and Specifications in the Bid Documents and fully inform himself as to all the Conditions and

matters, which may in any way, affect the Scope of Work or the Cost there of. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

8 **Clarification on Tender Documents:**

8.4 If the Prospective Bidder finds discrepancies or omissions in the Specifications and Document or is in doubt as to the true meaning of any Part, he shall at once make a request, in writing to the **Executive Engineer(Elec)., Electrical Division BDA** on or before the date and time as mentioned in the e-Procurement platform for an interpretation/clarification. Interested Bidders may also submit online queries through the e-Procurement platform and need to mention their firm credentials along with online queries. Online queries not supported by firm credentials are liable for **rejection.**

The Owner, then, will issue interpretations and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications the Bidder may submit his Bid but within the time and date as specified in the Invitation for Bid. All such interpretations and clarifications shall form a Part of the Bidding Document and shall accompany the Bidder’s Proposal. A prospective Bidder requiring any clarification on Bid Document may notify the Owner in writing. The Owner will respond in writing to any request for

such clarifications on the Bidding Document, which, it receives not later than the date indicated in the e- Procurement portal Clarifications/ Amendments/ Corrigendum will be issued through the e-Procurement portal, if found necessary.

Verbal clarifications and information given by the BDA or his Employee(s) or his Representative(s) shall not in any way be binding on the BDA.

8.5 **Pre-Tender Meeting:**

8.2.1. The tenderer or his authorized representative is invited to attend a Pre-Tender Meeting which will take place at Office of the Engineer Member, BDA, T. Chowdaiah Raod, Kumara Park west , Bangalore, - 560020 (address of venue) on time and date mentioned in the tender document/e- procurement portal.

8.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3. The tenderer is requested to submit any questions in writing or e-mail to reach the Employer.

8.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded in e-procurement platform and the Tenderers are advised to keep updated of the same. Verbal response/discussion shall not be considered. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5. Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9 **Amendment of Tender documents:**

9.4 At any time prior to the deadline for submission of Bids, the Employer/ Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document / conditions by Amendment(s).

9.5 The Amendment/Addendum will be notified in the e-Procurement portal and the same shall be made available against the published tender in the e-Procurement system. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

9.6 To give prospective Tenderers reasonable time in which to take an addendum/Amendment into account in preparing their tenders, the Employer may at its discretion extend the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

9.7 Such Amendments, Addendum, Clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidders while they submit their Bids and invariably upload such Documents as a part of the Bid.

C. Preparation of Tenders

10 **Documents comprising the Tender:**

10.4 The tender submitted by the Tenderer on e-procurement Portal shall be in electronic document system and shall contain the documents as follows:

10.4.1 **First Electronic Document (Techno-Commercial Bid Offer) :**

a. The Bidder shall complete the Bid Form, Technical Data Requirements sheets etc. provided in the Bidding Documents.
b. The Bidder shall also submit Documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Clause 2.0 & 3.0 of Section 2 ITT above.
c. The Tender Processing Fee and Bid Security/EMD shall be in accordance with Clause
13.0 of Section ITT.
d. All other relevant documents specified in the tender documents.

10.4.2 **Second Electronic Document (Item wise Financial Bid) :** Shall be filled in e- procurement portal.

10.5 Deleted

10.6 The Bidder shall quote for the entire scope of the proposal covering all aspects of the contract specified under the accompanying Technical Specifications.

10.7 Bids not covering the Total Scope of Works may be treated as incomplete and hence rejected summarily.

10.8 No deviation whatsoever, either in full or in part, the conditions of the bidding documents as specified in the special conditions of contract are permitted by the Owner. Therefore, the Bidders are advised that while making bid proposals and quoting price, these conditions may appropriately be taken into consideration. Bidders are required to upload a certificate in this regard as per the format provided in special conditions of contract in sealed envelope along with other documents.

10.9 The Bidder shall complete all the Schedules & Annexure in the Bid Proposal Sheets, Technical Data Sheets, Financial Bid offer and specified elsewhere. The Qualifying Data shall be filled in the required Schedule of Techno-Commercial sheets. While furnishing Qualifying Data, only the list of executed Works, similar in nature to the tendered Scope of Work, shall be furnished.

10.10 **Language of Bid & Measurement:**

The Bid prepared by the Bidder and all correspondence and Documents relating to the Bid, exchanged by the Bidder and the BDA, shall be written in the English Language only,

provided that any Printed Literature furnished by the Bidder may be written in another language so long as accompanied by an authenticated English translation of its pertinent passages. Failure to comply with this may disqualify a Bid. For purposes of interpretation of the Bid, the English translation shall govern. The Metric System of measurement shall be used exclusively in the Contract.

11 **Tender Prices/ Bid Price:**

11.4 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the Item-wise Financial Bid submitted in e-procurement portal by the Tenderer.

11.5 The Tenderer shall fill in rates in Item-wise Financial Bid in e-Procurement Portal, Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Item-wise Financial Bid.

11.6 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total

Tender Price submitted by the Tenderer.

11.7 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract.

11.8 The Bidder shall indicate, in the appropriate Financial bid offer sheets, the CIF PORT OF ENTRY/unit ex-works prices of the goods/materials (in the scope of the Contractor), inclusive of all applicable Taxes such as CGST, SGST, IGST, UTGST, Custom Duties on Imports, cess if any, the price for erection, testing and commissioning including applicable CGST, SGST thereon, price for associated civil, structural works and other services under the contract including all applicable CGST, SGST thereon, along with the total bid price. The rates of all applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, cess if any shall be clearly indicated for each item.

11.9 Detailed break up, covering all the Price Components of Unit Prices as well as Total Bid Price, as stipulated in the appropriate Item-wise Financial offer of Bid Proposal Sheet shall be furnished by the Bidder. This break up shall be entered separately in the following manner: -

For goods offered from within India and Abroad:

i) The price of the goods quoted ex-factory / ex-works /ex-warehouse/CIF prices as applicable, inclusive of all duties, taxes and levies paid or payable on components, sub-assemblies and raw materials.

ii) Applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any which will be payable by the Owner on the Goods, if this Contract is Awarded.

iii) The cost of erection, testing and commissioning as well as associated civil, structural works including all applicable taxes thereon.

iv) The Bidder shall include CGST, SGST, IGST, UTGST, levies, surcharge / cess etc. on erection, testing and commissioning as well as associated civil, structural works as applicable in their quoted Bid price and BDA would not bear any additional liability on this account. BDA shall, however, deduct such tax at sources as per the rules and issue necessary Certificate to the Contractor.

Note:

For all items, the bidder shall furnish the breakup of Ex-works, applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any as applicable at the time of bidding and Total price in the price schedules.

The title of goods, offered from abroad, shall pass on to the Owner before entering the CIF port of disembarkation.

The Owner shall allow provision under '**High Sea Sale'** for transfer of title of goods for imported equipment to avail Project Import benefits and / or other benefits that accrues with it. However, the Contractor shall undertake custom clearance on behalf of the Owner. Since title of Equipment's/ materials shall be in the name of the Owner after High Sea Sale, only Custom Duty will be paid by the Owner directly to Custom authorities, the liability of which will be limited to the CIF value quoted by the bidder or on the assessment done by custom authorities whichever is less. The difference in custom duty in excess of the above if any paid

by BDA, would be recovered from any of the Bills payable to the Contractor. Further all other charges like port charges, custom handling charges, transportation and other charges incidental to the unloading, packing, handling and clearance of the said goods through the customs and port authorities shall be absorbed by the bidder and no separate claim towards these would be entertained by the Owner.

i) Charges for port handling, port clearance, inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry to their final destination.

ii) The charges for unloading, storage, handling at site, insurance, installation including associated civil works, testing & commissioning of equipment/materials to be supplied by the Bidder.

iii) Indian Agent's Commission (IAC) involved, if any, should be borne by the Bidder in their quoted prices and will not be paid separately. The name and detailed address with other details of the said firm/agency should be furnished along with the Bid thereby also indicating in detail of the services to be rendered by the said firm/Agency in consideration for the IAC payable to them.

Note:- The bidder shall specify in the appropriate column of the Techno-commercial schedule, as to whether the materials/ equipment's are '**own manufactured' or 'bought out items'.**

11.10 The Bidder (both Indian Bidder & Foreign Bidder) shall include the CGST, SGST, IGST, UTGST, levies, surcharge / cess etc on Works Contract as applicable or any other taxes, cess etc., in their quoted Bid price and BDA would not bear any liability on this account. BDA shall, however, deduct such taxes if any to be deducted at source as per the rules and issue TDS (Tax Deduction at Source) certificate to the Contractor.

11.11 The Bidder's separation of Price Components in accordance with Clause No. 11.6 supra will be solely for the purpose of facilitating the comparison of Bids by the Owner, for Contract Price amendment due to Quantity variation and for On Account Payments (in case of Award) and shall not in any way limit the Owner's rights.

11.12 It is obligatory that the Bidders shall avail centralized shipping arrangements through the "chartering Wing viz., 'TRANSCHART' of Ministry of Surface Transport, Govt. of India or otherwise the Bidders shall obtain on their own 'No objection Certificate' from Ministry of Surface Transport, Govt. of India well in advance. However, BDA shall not be responsible for any delay whatsoever on this account.

11.13 Bidders shall enter the all-Inclusive Price for each of the schedules as mentioned in the e-Procurement portal.

Bid currency shall be exclusively in Indian Rupees. The bid offered in any other currency other than Indian currency would summarily be rejected.

The Contract price shall be in Indian currency only in which the Bid price has been quoted & agreed by the Purchaser.

11.14 **Taxes and Duties:**

11.14.1(i) Bought Out Items from Vendors, Sub-Suppliers, etc.:

8.3 Applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any payable on material / equipment, component sub-assemblies, raw materials and any other items used for the contractor's consumption or dispatched directly to the site stores of the contractors, associated civil works

and erection works shall be included in the bid price and any such taxes, duties levies etc, additionally payable due to statutory variation or due to introduction of new tax or taxes, duties and levies not considered by the Bidder but payable as applicable on the date of bidding etc., shall be to the Bidder's account and no separate claim on this behalf shall be entertained by the owners either during the contractual period or during the extended period if any. (Unit Prices are inclusive of all Taxes;The Quoted rates of the contractor shall be the Unit Rates inclusive of all Taxes)

(ii) <u>For all materials supplied by the Bidder to the owner:</u>

All applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any., in respect of all materials, under the contract shall be included in the price bid, but they shall be indicated separately as mentioned in clause 11 of ITT in the Price schedules. .(Unit Prices are inclusive of all Taxes)

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the Owner.

(iii) <u>Erection and Civil works:</u>

The applicable CGST, SGST, cess if any etc., shall be included in the price bid, and shall be indicated separately in price schedules as mentioned in clause 11 of ITT.

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the Owner. .(Unit Prices are inclusive of all Taxes)

(iv) In case of any statutory variation in CGST, SGST, IGST, UTGST, levies, cess if any or if any tax/ duty/levy is newly introduced by the government applicable for this contract with effect from the next day of the date of submission of the bid these variations/additional taxes/ duties/ levies will be to the account of the Owner. In case the Bidders indicate lesser rates of taxes & duties with reference to the prevailing rates of taxes & duties at the time of bidding, any variations in the taxes and duties would be paid/recovered keeping the rates of taxes & duties applicable as on the last date of Techno-Commercial Bid Submission as notified (either original or extended) as the base and not the quoted rates of taxes & duties for payment/recovery of difference in the taxes and duties. If the contractor is required to pay additional tax or duty, then the owner shall reimburse the contractor the additional tax or duty so paid by the contractor against submission of documentary evidence to the satisfaction of the owner by the contractor. This provision will be applicable to Supply, erection and civil works.

Note: Additional tax liability on account of change in the sources of the equipment's/materials, if any, will be to bidders account only.

The claims against statutory variation, in principle, would be settled as reimbursement provided the contractor furnishes documentary evidence to establish that the extra amount claimed due to statutory variation was in fact paid by him solely on account of such statutory variation. This may vary from case to case depending upon the nature of statutory variation.

11.14.2 The civil, structural and architectural portion of the contract shall be treated as civil works contract. The Bidder shall specify CGST, SGST, cess if any on civil works. Any Tax payable on the Cost of the items of supply under the civil Works Contract shall also be included by the Bidder in his Bid Price and the Owner shall have no liability whatsoever in respect of such Taxes.

11.14.3 The Owner will deduct Tax at Source as per applicable law from the proceeds payable to the Contractor.

11.14.4 **GST registered firm having GSTIN**:
Applicable CGST, SGST on civil and erection works has to be borne by the bidder.

11.14.5 As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the Owner shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.

11.14.6 Notwithstanding anything stated in the Sub-Clause 11.11.1 to 11.11.4 above, the Owner shall have the right to make deduction at Source from the amounts payable to the Contractor against this Contract in respect of any Tax liability as may be Mandatory in terms of the Law. The Owner shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

11.14.7 Whenever concessional rate of Taxes is indicated by the Bidder, it shall be confirmed whether, any increase in the rates that becomes applicable during the Performance of the Contract would be absorbed by the Bidder. Bidder shall note that in the absence of such confirmation, the Bids will be evaluated taking into account the maximum rate of Taxes applicable.

11.14.8 The Owner's liability for all taxes and duties under the contract shall be limited to only those indicated by the Bidder in the bid proposal sheets subject to the statutory variations and variations as per clause No. 11.11.1 supra.

If the cost of the Contract during the performance of the contract shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or by-law having the force of law, the amount of such increase or reduction shall be added to or deducted from the 'Contract Price' as the case may be. It is the Bidder's responsibility to furnish details of taxes, duties, levies, etc. applicable as on the date of submission of the bid.

11.14.9 No claim for any increase towards the statutory variation regarding enhancement of existing CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any or introduction of a new tax or duty applicable shall be entertained by the Owner during the extended period of contract, if the extension of the contract is required due to the causes attributable to the contractor.

11.14.10 Statutory Variation regarding increase/decrease of existing Taxes & Duties or introduction of a new tax or duty during the Contractual completion period would be to the account of Owner.

11.14.11 Before quoting, the Bidder shall ascertain from the concerned Tax

Authorities of Government of Karnataka/ Govt. of India, the applicability of CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any etc., as on the last date of Techno-Commercial Bid Submission as notified (either original or extended) in respect of this Package and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these Taxes.

Note:

(i) The successful bidder shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. In respect of supply portion, the successful bidder shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The successful bidder shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

(ii) In case any Refund of GST from Commercial Tax Department is availed in respect of subject work, the same shall be returned to Employer/Owner ie., BDA.

11.14.12 **Building and other construction workers welfare Cess:**

The Building and other construction workers welfare cess act 1996, came into operation with effect from 3rd day of November 1995, the government has decided to collect cess now with immediate effect. Accordingly the government has issued order No. LD/300 LET/2006 dated 18.01.2007.

As per the order, cess at the rate of 1% of the cost of construction (in respect of building or other construction works) incurred by the employer (contractor) shall be collected which shall exclude the cost of land and any compensation paid or payable to a worker or his kin under Workman Compensation Act 1923.

Therefore building & other construction workers welfare cess at the rate of 1% of the amount of the Supply, Erection and Civil portion of the contract as per the clarification issued by Labour department, G.O.K, vide their letter No. LD338LET/2011 dated: 27.04.2012 & LD87/LET-2016 dated: 17.01.2018 will be deducted from the bill at the time of making payment and such amount so deducted from the bill will be remitted to Karnataka State Building and other construction workers welfare board.

It is mandatory to furnish a return in Form-I to the concerned assessing officer in terms of section-4 of the building & other construction workers welfare cess act, 1996 and its rules there under 1998. The concerned employer (contractor) shall furnish the aforesaid return to the concerned assessing officer.

11.15 **SPARE PARTS:**

11.15.1 In case where it is mandatory for the Bidder to quote for certain identified spare parts, the same are included in the accompanying technical specifications. In such cases the item wise price break-up of such spares on a ex-works basis shall be indicated in the bid. The Bidder shall further

indicate item wise price break-up on FOR site basis. In respect of custom duties and taxes, the provisions of clause 11.11 above shall be applicable. The price quoted for these spares will be taken into account for evaluation. The Owner, however, reserves the right to vary the quantity of any of the spare and / or to delete any items of spares altogether or add new items of spares during award / detailed engineering stage limited to a period of six (6) months from date of contract unless such period is specified otherwise in Special Conditions of contract at the unit rates agreed to in the contract or to be agreed mutually in case unit rates are not identified in the bid / contract.

11.15.2 In addition, the Bidder shall provide in the form of a schedule given in Bid Proposal Sheets, the complete list of recommended spare parts for three (3) years operation of the equipment covered under the proposal under Contractor's scope. In the list of recommended spare parts, the Bidder shall identify the unit wise population of each of the items recommended and anticipated normal life of the spare. Such list will also indicate the prices on FOR destination site basis for each item. No other basis of prices shall be quoted. The prices of these spare parts shall be on FIRM PRICE basis throughout the Contract Period**.** The prices of the spare parts thus quoted will not be taken into consideration for purpose of evaluation. Other relevant Terms and Conditions of the bid document shall also be applicable to such spare parts.

11.15.3 Spare parts list will be used by the Owner to decide about the Spares to be procured against his requirements of Spares for the Equipment quoted. The Quantities of the Spares to be procured shall be decided by the Owner and the Bidder shall supply all those Spares Ordered. In case where no Mandatory Spares are indicated, the Bidder shall comply with the requirements indicated in Clause 11.12.1 and 11.12.2 above.

11.16 **Contract Quality Assurance:**

11.16.1 The Bidder shall include in his proposal the Quality Assurance Programme containing the overall Quality Management and Procedures which he proposes to follow in the Performance of the Works during various phases as detailed in relevant Clause of the General Technical Conditions.

11.16.2 At the time of Award of Contract, the detailed Quality Assurance Program to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed Program shall form a part of the Contract.

11.16.3 The Bidder shall clearly specify the list of Sub Vendors, not exceeding four (4) for each item, from whom the Bought Out items are being supplied. List of Sub-Vendors shall be furnished in Schedule-15 of Techno-Commercial Sheets. The Successful Bidder shall furnish the Qualifying Data of the Sub-Vendor and obtain the approval of BDA for Specific Vendor.

The word "Equivalent" shall not be used in the choice of Vendors.

The BDA reserves the right to choose one or more of the Vendors out of the Vendors indicated by the Successful Bidder or indicate any other vender at its discretion if the venders indicated by the contractor are not acceptable to it for the reasons to be recorded in writing and informed.

11.17 **Insurance:**

The Bidder’s Insurance liabilities pertaining to the Scope of Work are detailed out in Clauses titled “Insurance” in Conditions of Contract (Section – CC of Bid Document and in Erection Conditions of Contract (Section – ECC of Bid Document) Bidder's attention is specifically invited to these Clauses. Bid Price shall include all the Cost in pursuance of fulfilling all the Insurance liabilities under the Contract and no separate amount is payable in this regard.

11.18 **Erection Tools And Tackles:**

The Bidder, under a separate Schedule in his Proposal, shall include a list of all Special Equipment, Tools & Tackles etc. which he proposes to bring to Site for the purpose of Erection, Handling, Testing and Commissioning including Performance and Guarantee Tests of the Equipment. If any such Equipment is listed anywhere else in the Proposal and not specially mentioned in the above Schedule, it shall be deemed to have been included in the Bidder’s proposed Scope of Supply.

11.19 **Brand Names:**

11.19.1 The specific reference in these Specifications and Documents to any Material / Equipment by Brand Name, Make or Catalogue Number shall be construed as establishing Standards of Quality and Performance but not as limiting competition. However, Bidders may Offer other similar Material/ Equipment provided they meet the specified Standard, Design and Performance requirements. The Bidder shall furnish adequate Technical information about such alternative Material/Equipment to enable the Owner to determine its acceptability. The Owner shall be the sole judge on the acceptability or otherwise of such alternative Material / Equipment.

11.19.2 The Bidder shall note that Standards for Workmanship, Material and Equipment and reference to Brand Name, Catalogue Numbers Designated by the Owner in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative Standards, Brand Name and/or Catalogue Numbers in its Bid, provided that it demonstrates to the Owner's satisfaction that the substitutions are substantially equivalent or superior to those Designed in the Technical Specification.

12 **Tender validity:**

12.4 Tenders shall remain valid for a period not less than **One Hundred and Eighty days (180 Days)** after the deadline date for tender submission specified in Clause 16 of ITT. A tender valid for a shorter period shall be rejected by the Employer as summarily non-responsive.

12.5 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or e-mail. In such an event the Bid Security provided under Clause 13.0 shall also be extended by the same period as the extension in the validity of the Bid. A Tenderer may refuse the request without becoming liable for forfeiture of his Bid Security (Earnest Money Deposit). A Tenderer agreeing to the request will not be required or permitted to modify his tender.

13 **Bid Security (Earnest Money Deposit):**

13.4 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit in the amount as shown in column 4 of the Table of IFT for this particular work. Bids shall be accompanied by Bid Security (EMD) for **Rs 306.00Lakhs** as follows;

I. 1) Upto **Rs.10.00Lakh**

The following modes of payment will be provided as a part of e-Payment services.

- Credit Card/Debit Card
- Net Banking
- NEFT/RTGS
- Over-the-Counter (OTC)
- IMPS

For further details regarding mode of e-payment of EMD in e-procurement platform, please contact e-procurement cell, Government of Karnataka.

2) Balance **Rs 296 Lakhs** in the form of Bank Guarantee as per Annexure-II Section-4 of the Bid Document issued either by a Nationalized/Scheduled Bank covering 45 days after the Validity Period of the Bid including Period of Extension, if any required by the Owner. The Bidder shall scan the Bank Guarantee towards EMD and upload the same in the prescribed format in the slot specified for "EMD and Tender Fee Payments" in the e-procurement portal to enable the owner for verification of EMD BG at the time of opening of Technical Bid, failing which the offer will be rejected. Also, the Bidder shall ensure that the Bank Guarantee towards EMD shall be sent in original to the Executive Engineer, Elec., (Electrical Division), BDA, Bengaluru, so as to reach after the last date of submission of bid & on or before the date & time notified for opening of Technical Bids, in a sealed cover, failing which their bid will not be opened.

13.5 Instruments having fixed validity issued as Earnest Money Deposit for the tender shall be valid for 45 days beyond the validity of the tender.

13.6 Any tender not accompanied by an acceptable Earnest Money Deposit and not secured as indicated in Sub-Clauses 13.1 & 13.2 above shall be rejected by the Employer as non- responsive.

13.7 The Earnest Money Deposit of unsuccessful Tenderers will be returned within thirty (30) days of the end of Tender validity period specified in sub clause no. 12.1

13.8 The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security. No interest shall be payable by the Owner on the above Bid Security.

13.9 The Earnest Money Deposit may be forfeited, besides Blacklisting the firm for a period at the discretion of the Employer:

a) If the Tenderer withdraws/modifies the Tender after tender opening during the period of tender validity;
b) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i) Sign the Agreement; or
   ii) Furnish the required Security deposit (Contract Performance Guarantee).

13.10 The Bid Security is required to protect the Owner against the risk of Bidder's conduct including withdrawing the bid after acceptance for any reason whatsoever, which would warrant the Guarantee forfeiture, pursuant to Clause No: 13.6. The Bid Security shall be made payable to the Owner without any condition whatsoever.

13.11 In case the Bid is submitted by a Consortium/Joint Venture , the Bid Security shall be in the name of Bidder in case of Individual Participation or Lead Bidder in case of Consortium/Joint Venture .

14 **Format and Signing of Tender:**

14.4 **Format of Bid:**

a) The Tenders are invited through e-Procurement platform only. However hard copy of Bank Guarantee towards Bid Security (EMD) shall be submitted as per clause 13.1.

b) The Techno- Commercial Bid consists of following:

i) Techno – Commercial Sheets

ii) Data Requirement Sheets

c) The Price Bid consists of following

i) Item-wise Financial Bid

d) A prospective Tenderer, who wishes to submit the tender shall adopt the following procedure.

i) Bidding documents are available free of cost in the e-procurement portal, however bidders are required to pay the bid processing fee as prescribed by the e-procurement service provider and Earnest Money Deposit through any of the 4 modes of e-procurement as mentioned in the document for the respective bids. The Bidder shall enter all-Inclusive Price for the total scope of the work as mentioned in the e-Procurement platform and upload all detailed Price Schedules, after encryption, on to the website on or before the time and date indicated in the Notification/e-procurement portal.

ii) The BG (if any) are to be sealed in a cover and sent to Executive Engineer (Elec)., (Electrical Division), BDA, Bengaluru, so as to reach after last submission date & on or before the date and time of opening of Techno-commercial bid as indicated in the e- procurement platform.

iii) All the documents shall also be uploaded in the appropriate schedules of Technical sheets along with scanned copy of Bank Guarantee towards EMD. The Bidder shall also scan the Bank Guarantee towards EMD and upload the same in the prescribed format in the slot specified for “EMD and Tender Fee Payments” in the e-procurement portal to enable the owner for verification of EMD BG at the time of opening of Technical Bid.

e) <u>Information required with the Proposal</u>:

i) The Bids must clearly indicate the Name of the Manufacturer, the Type and/or Model of each Principal item of Equipment in the Scope of the Contractor. The Bid should also contain Drawings and Descriptive Materials indicating general dimensions, Materials from which the Parts are Manufactured, Principles of Operation, the extent of Pre-assembly involved, Major Construction Equipment’s proposed to be deployed, method of Erection and the proposed Erection Organizational Structure.

ii) The above information shall be provided by the Bidder in the form of separate Sheets, Drawings, Catalogues, etc. which need to be uploaded in the e- Procurement portal.

iii) Any Bid not containing sufficient Descriptive Material to describe accurately the Equipment proposed may be treated as incomplete and hence rejected. Such Descriptive Materials and Drawings submitted by the Bidder will be retained by the BDA. Any major departure from these Drawing and Descriptive Material submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.

iv) Oral statements made by the Bidder at any time regarding Quality, Quantity or arrangement of the Equipment or any other matter will not be considered.

v) Standard Catalogue Pages and other Documents of the Bidder may be used in the Bid to provide additional information and Data as deemed necessary by the Bidder.

vi) The Bidder, along with his proposal, shall submit a list of recommended Erection Equipment and Materials, which will be required for the purpose of Erection of Equipment and Materials (Both Owner Supplied and Contractor Supplied) under the Contract.

vii) In case the information furnished in the 'Proposal' contradicts Specification requirements, the Specification requirements will govern, unless otherwise brought out clearly in the Technical Commercial Deviation Schedule.

14.5 **Signature of Bids:**

a) The Technical and Price Sheets must contain the Name, Address of Residence and Place of Business of the Persons or Persons making the Bid and the name of the Authorised Persons.

b) Bid by Partnership Enterprises must be furnished with Full Names of all Partners.

D.Submission of Tenders

15 **Sealing and Marking of Tenders:**

15.4 The Bidder/Tenderer shall submit the Bid Electronically in e-procurement portal before the bid submission date and time published. However, the hard copy of the Bank Guarantee for EMD (if any) shall be submitted in a separate envelope and also the same shall be scanned and uploaded in e-procurement portal failing which their Bid will not be opened.

Note:

a. The Bid Enquiry No. shall be clearly and legibly indicated in the Bank Guarantee.
b. The Bid Enquiry number shall be super scribed on the Sealed envelope.

15.5 The sealed cover shall

a) be addressed to the following address: Executive Engineer, Electrical Division, BDA, Bengaluru, Bangalore Development Authority. (address of office for Tender submission), and
b) bear the following identification: Tender For

Tender for : Establishing 2x150MVA, 220/66/11KV Sub-station at Guniagrahara along with supply & laying of 220KV, 1200Sqmm EHV UG cable on Total turnkey basis including Design, Supply, Erection (including civil works), Testing and Commissioning of all

- DO NOT OPEN BEFORE XX/XX/XXXX- XX:XX hrs [time and date for tender opening as notified in Notification/e-Procurement Portal, as per Clause 19].

15.6 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 17.

15.7 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

16 **Deadline for submission of the Tenders:**

16.4 Bid shall be uploaded to the e-procurement portal on or before the last date and time for submission of Bids indicated in Notification/e-procurement portal, failing which bidders cannot submit their bids as the e-Procurement system automatically locks the tender.

Failure in uploading the documents in time, due to any reasons is not attributable to BDA.

16.5 The Employer may at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17 **Late Tenders:**

17.4 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer. Failure in uploading the documents in time, due to any reasons is not attributable to BDA.

18 **Modification and Withdrawal of Tenders:**

18.4 Deleted.

18.5 Deleted.

18.6 No tender may be modified after the deadline for submission of Tenders.

18.7 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit besides Blacklisting the firm for a period at the discretion of the Employer pursuant to Clause 13.

18.8 Deleted.

E. Tender Opening and Evaluation

19 **Opening of Technical Bid of all Tenders and evaluation to determine qualified Tenderers:**

19.4 The Techno-Commercial Bids will be opened on the Date and Time for opening of Tenders stipulated or in case any extension has been given thereto, on the extended Tender opening Date and Time notified in the e-procurement portal. The verification of payment of Tender Processing Fee and EMD will be carried out by the Owner in e-procurement portal. No Electronic Recording/ Transmitting Devices will be permitted during Bid opening.

19.5 Deleted.
19.6 Deleted.
19.7 Deleted.
19.8 Deleted.

19.9 The Employer will evaluate to ascertain the Technical Responsiveness of the Bid for the complete Scope of the Proposal, as covered under these Specifications and Documents and determine whether each tender

(a) meets the eligibility criteria defined in ITT Clause 2;
b) is accompanied by the required Earnest Money Deposit as per stipulations in ITT Clause 13 and
(c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

19.10 The Bids are liable to be treated as Non-Responsive if the Offers do not comply with the following:

1. Qualifying Requirements of the Bidder shall be as per Clause 2.0 and 3.0 of ITT.

2. Financial Capability of the Bidder shall be as per Clause 3.0 of ITT.

3. Qualifying Requirements of the Sub-Vendors / Manufacturers of Bought Out items shall be as per Clause 3.11 of Instructions to Tenderers (ITT).

4. Bid Security/EMD shall have been paid as per Clause 13 of Instruction to Tenderers-ITT.

5. Completion Period shall be as specified in the Bid.

6. Technical Particulars of all the Equipment's/ Materials shall be complying with the provisions of Technical Specifications.

7. Bid shall be submitted for the entire Scope of Package.

8. Bid containing Certificate for Acceptance to Important Conditions as per Clause No. 12 of Special Conditions of Contract- SCC.

20 **Opening of Item Wise Financial Bid of qualified Tenderers and Evaluation:**

20.4 The Price Bids of those Bidders whose Technical Bids are found Responsive will be opened after completion of Technical Evaluation.

NOTE: Price Bids of Technically Non - Responsive Bidders will not be opened.

20.5 Deleted.
20.6 Deleted.
20.7 Deleted.

21 **Process to be confidential:**

21.4 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

21.5 Bids shall be deemed to be under consideration immediately after opening of Techno- Commercial Bid and until such time official intimation of Award / rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their Representatives or other interested Parties are advised to refrain from contacting by any means, the Owner and/or his Employees/ Representatives on the matters related to the Bids under consideration.

21.6 No Bidder shall contact the owner on any matter relating to its Bid, from the time of the Bid opening to the time the contract is awarded.

21.7 Any effort by a Bidder to influence the BDA in the Bid evaluation, Bid comparison or Contract award decisions, may result in disqualification.

22 **Clarification of Tenders:**

22.4 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification on already uploaded documents of their Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24 of ITT.

22.5 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.6 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

23 **Examination of Tenders and determination of responsiveness:**

23.4 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender;

a) has been properly signed; and;
b) is substantially responsive to the requirements of the Tender documents.
c) is complete, whether any computational errors have been made, whether required Sureties have been furnished, whether the Documents have been properly signed, and whether the Bids are generally in Order.

23.5 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material

deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders. The Owner's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

23.6 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

23.7 The Owner may waive any minor infirmity or Non-conformity or irregularity in a Bid which does not constitute a Material Deviation, provided such waiver does not prejudice or affect the relative Ranking of any of the Bidder.

24 **Correction of errors:**

24.4 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

a) Deleted
b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
c) Where there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly.

24.5 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited besides Blacklisting the firm for a period at the discretion of the Employer in accordance with Sub-Clause 13.6 (b).

24.6 The Bidder should ensure that the Prices furnished in various Price Schedules are consistent with each other. In case of any inconsistency in the Prices furnished in the specified Price Schedules to be identified in Bid Form, the Owner shall be entitled to consider the lowest Price for the purpose of evaluation and for the purpose of Award of Contract use the lowest of the Prices in these Schedules.

Items for which no rate/price/quantity is entered i.e, left blank or quoted as zero by the Bidder, in such cases no payment will be made to the Bidder by the Owner when executed and shall be deemed to have been covered in other items rates and prices in the Contract. Bidder has to execute all such items at free of cost.

25 **Evaluation and comparison of Tenders:**

25.4 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23. The Technical and Commercial evaluations will be carried out offline.

25.5 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

a) making any correction for errors pursuant to Clause 24; and
b) Deleted

25.6 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.7 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation.

25.8 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer `may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After Evaluation of the price Analysis, the Employer may require that the amount of the performance Security setforth in clause 29 of ITT be increased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the Successful Tenderer under the Contract.

25.9 **Definitions and Meanings:**

For the purpose of the Evaluation and Comparison of Bids, the following meanings and definition will apply.

a) "**Bid Price"** shall mean the price as quoted by each Bidder in his proposal for the complete scope of works.

b) "**Differential Price"** shall mean the Summation of the equalising elements of Price for Parameter Differential or Deficiencies in the Equipment and Services determined from the Bidder's Proposal.

c) "**Cost Compensation for Deviations**" shall mean the Rupee Value of Deviations from
the Bidding Document as determined from the Bidder's Proposal.

d) "**Evaluated Bid Price"** shall be Summation of "**Bid Price"**, "**Differential Price"** and
"**Cost Compensation for Deviations"**

25.10 The Owner will evaluate and compare the Bids previously determined to be substantially responsive, pursuant to Clause 23 of ITT.

25.11 The Owner's evaluation of Bid will take into account, in addition to the Ex-works/CIF PORT OF ENTRY Bid price, the following factors.

a) For goods offered from within India:

(i) Cost of installation services viz., unloading, storage, handling at site, insurance, installation including associated civil works, testing & commissioning of equipment/material, as specified **including all applicable taxes thereon**.

(ii) **CGST, SGST, IGST, UTGST, levies, cess if any** payable on all goods is to be included by the Bidder as per clause No. 11 of ITT

(iii) Delivery schedule offered in the Bid.

(iv) The performance and productivity of the equipment offered.

b) For goods offered from abroad:

(i) Indian Custom Duties on Imports and any other similar import taxes

which may be levied for importation of the goods.

(ii) Cost of installation viz., unloading, storage, handling at site, insurance, installation including associated civil works, testing & commissioning of equipment/materials to be supplied.

(iii) Delivery schedule offered in the Bid.

(iv) The performance and productivity of the equipment.

25.12 **The following method will be followed in respect of the following :**

(a) Inland Transportation, ex-factory or from Port of Entry, Insurance and Incidentals: Bidder shall quote all incidental costs for delivery of goods to the Final Destination Site. The Bidders shall be required to assess the distance of the site from Ex-factory/ Port of Entry to India.

(b) Cost of Installation services:

i) The cost of services for unloading, storage, handling at site, insurance installation including associated civil works, testing & commissioning of equipment/material shall be quoted by the Bidder in the manner indicated in Item-wise Financial offer.

ii) Total charges of expatriate personnel of a Foreign Bidder, for which the Bidder wishes to be paid, shall be absorbed by the Bidder in the Bid (it shall include all foreign and Indian travel expenses, boarding and lodging charges and other incidental expenses).

25.13 **Calculation of Differential Price & Cost Compensation for Deviations.**

The Differential Price to be added to the Bid Price of each Bid during evaluation and comparison shall be derived as under:

25.13.1 Differential Price (DP)=n1F1+n2F2..... +nnFn, where Fl, F2 .... Fn are the various Factors in Indian Rupees per unit of Parameter Differential or Deficiency in the Equipment and Services Offered as stipulated in these Specifications: nl, n2 ... nn are the respective Parameter Differential or Deficiency in the corresponding Units to be determined from the Bidder's Proposal. The above Factors and corresponding Units of Parameter Differential are brought out in the Technical Specifications and/or Special Conditions of Contract.

25.13.2 Deviations from the Bidding Documents, so far as practicable, will be converted to a Rupee Value (D) and added to the Bid Price to compensate for the Deviation from the Bidding Document while evaluating the Bids. In determining the Rupee Value of the deviations the Owner will use Parameters consistent with those specified in the Specifications and Documents and/or other information as necessary and available to the Owner.

25.13.3 Loading on account of Technical Evaluation such as Transformer loss capitalization, Bus Reactor, EHV UG Cable loss capitalization, HTLS/HPC conductor etc. will be carried out on the quoted Prices.

25.13.4 The declaration of the status of the Bidders upon opening of Price offers is intended to merely indicate the lowest of the quoted prices by the Bidders. The Technical/Commercial Loading will be carried out on the quoted Prices to arrive at the Evaluated Prices which will be the basis for

declaration of the status of the Bidders.

25.13.5 Irrespective of the nomenclature of the Mandatory field in the e-procurement system for indicating the total bid price, the unit prices and total price shall be as per the tender conditions.

25.13.6 As this Bid Document is for a Turnkey Construction, covering Supply of all matching Materials/Equipment's, Erection, Testing and Commissioning of Substation and Transmission Lines, the Bidder shall quote for all the Equipment's identified under Contractor's Scope of Supply and Services mentioned. The Offer will be considered as "incomplete" and the Bid will be liable for rejection at the discretion of the owner, if all the Equipment's identified under Contractor's Scope of Supply and Services are not offered. The Total Quoted Price for all the Scope in each Schedules including the Cost of the Mandatory Spares will be the basis for evaluation. The Contractor shall quote his rates for all the items of Materials identified under Contractor's Scope of Supply and Works included in the Bid Proposal Sheets, even if there is no requirement at present, in the "Schedule of Requirement Sheet". The evaluation will be based on the Schedule of Requirements indicated in the Item wise Financial offer. However, the Payment will be as per ceiling quantities / actual quantity/ies (arrived at after Engineering) whichever is less based on the Unit Rate quoted.

The following factors will also be taken to evaluate the Bid in addition to above.

a) The Cost of Components.
b) Services indicated.
c) Cost of Special Tools and Tackles required and Mandatory Spares.
d) Erection charges including Civil Works.
e) Testing and commissioning charges.
f) Delivery/ Completion Schedule Offered.
g) Any Technical Deviation having Financial implications.

25.13.7 All evaluated Bid Prices of all the Bidders shall be compared among themselves to determine the Lowest Evaluated Bid and the Lowest Bid, as a result of this comparison, will be selected for the Award of the Contract.

25.13.8 **In case of Design Based Tenders:**

In Techno-commercial sheets, provision has been made for indicating Ceiling weights of MS, HT & bolts & nuts & Foundation volumes for Design based towers. Bidders are requested to quote the Ceiling weights & Foundation volumes for design based towers in techno-commercial sheets & accordingly the same will be considered for Price evaluation. Bidders shall quote the unit rates & split up details of taxes against tower weights & Foundation volumes in Item-wise Financial offer in e- procurement portal.

F.Award of Contract

26 **Award criteria:**

26.4 Subject to Clause 27 of ITT, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be

(a) eligible in accordance with the provisions of Clause 2 and Clause 3 of ITT, and

(b) qualified to perform the contract satisfactorily in accordance with the provisions of Clause 3 of ITT. The Owner shall be the sole judge in this regard.

27 **Employer's right to accept any Tender and to reject any or all Tenders:**

27.4 Notwithstanding Clause No. 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28 **Notification of award and signing of Agreement:**

28.4 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called the " **Letter of Acceptance** ") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.5 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause No. 29.

28.6 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the letter of Acceptance. With in 20 days of receipt, the successful tenderer will sign the Agreement and deliver it to the Employer.

28.7 Upon the furnishing by the successful Tenderer of the Performance Security, the

Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful and will discharge respective bid security, pursuant to Clause No.13.4.

29 **Security deposit /Contract Performance Guarantee:**

29.4 Within 20 days of receipt of the **Letter of Acceptance**, the successful Tenderer shall deliver to the Employer a Security Deposit / Contract Performance Guarantee in the form of Bank Guarantee from a Public Sector Indian Bank/ Scheduled Commercial Bank (in the second schedule of the RBI Act-1934) and the Bank should be covered under jurisdiction of Indian laws in the form attached as Annexure-III (Section 4: Formats of Annexures) in favor of the Owner for an amount equivalent to 5**%** of the Contract price, plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the CC (Conditions of Contract), as per the format given in Section 4.*

29.5 If the Security deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized /Scheduled Bank.

29.6 Deleted

29.7 Failure of the successful Tenderer to comply with the requirements of Sub-Clause No. 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit, besides Blacklisting the firm for a period at the discretion of the Employer.

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*Incorporated as per Energy Department Letter No. ENERGY/VSC/30/2023 Dated 17.03.2023 and Finance Department Letter No.FD63EXP-1/2023 Dated14.03.2023.

29.8 The Performance Guarantee shall cover additionally the following Guarantees to the Owner:

a) The Successful Bidder Guarantees the Successful and Satisfactory Operation of the Equipment in the Scope of the Contract, as per the Specifications and Documents;

b) The Successful Bidder further Guarantees that the Equipment provided by him/his sub-Vendors shall be free from all defects in Design, Material and Workmanship and shall upon written Notice from the Owner, fully remedy free of expenses to the Owner, such defects as developed under the normal use of the said Equipment within the period of Guarantee specified in the relevant Clause of the tender documents.

29.9 The Contract Performance Guarantee is intended to Secure the Performance of the entire Contract. However, it shall not to be construed as limiting the “Damages” under Clause entitled "Equipment Performance Guarantee" in Technical Specifications and “Damages” stipulated in other Clauses in the Bid Documents.

29.10 The Contract Performance Guarantee amount shall be unconditional and irrevocable and the amount therein shall be payable to the Owner on demand without any condition whatsoever.

29.11 The cost of complying with the requirements of this Clause shall be borne by the Contractor. The security shall be furnished valid initially till three months after the expiry of the guaranty Period and shall be extended appropriately as guaranty period is extended in accordance with Clause No.10 of SCC.

29.12 The form of the Performance Security shall be as provided in Section-Annexures, of the Bidding Documents. In the event of any change in the Contract Price, the Performance Security shall be adjusted provided that such adjustment shall be subject to the approval of the Owner. The Performance Security shall be paid to the Owner on first demand without conditions or proof.

29.13 The Performance Guarantee will be discharged without any interest at the end of Guarantee Period.

30 **Advance Payment and Security: - Not provisioned***

31 **Corrupt or Fraudulent practices:**

31.4 The GOK/BDA requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK /BDA:

a) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK/BDA contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK /BDA contract.

31.5 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

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*Incorporated as per Energy Department Letter No. ENERGY/VSC/30/2023 Dated 17.03.2023 and Finance Department Letter No.FD63EXP-1/2023 Dated14.03.2023.

SECTION 3 QUALIFICATION INFORMATION

SECTION 3 - QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer : [Attach copy]

Place of Registration : [Attach copy]

Principal place of business :

1.2 Total value of works executed and payments received in the last five years (in Rs. Lakhs) of Lead Bidder & Consortium/Joint Venture partner:

2018-19: --------
2019-20: --------
2020-21: --------
2021-22: --------
2022-23: --------

Note : Attach relevant Certificate/s from Chartered Accountant.

1.3 Quantities of work executed during the last 10 years- **SUBSTATIONS** (cl. no. 3.2 b-i of ITT):

Particulars	Name of Work with description	Name of Employer	Number of stations established	voltage class	Date of issue of Work award	Date of commencement of work	Date of commissioning of work	Details of Performance certificates	Remarks

Note : The documentary proof of fulfilling the qualifying requirements shall be uploaded along with the bid. The bidder shall upload the P.O,LOI/LOA, DWA, Work done certificates, Performance Certificates issued by end users not below the rank

of Executive/ Divisional Engineer along with the bid.

1.4 Quantities of work executed during the last 10 years – **EHV UG cable** (cl. no. 3.2 b-ii of ITT):

Particulars	Name of Work with description	Name of Employer	Length of transmission line constructed in km	voltage class	Date of issue of Work award	Date of commencement of work	Date of commissioning of work	Details of Performance certificates	Remarks

Note: The documentary proof of fulfilling the qualifying requirements shall be uploaded along with the bid. The bidder shall upload the P.O, LOI/LOA, DWA, Work done certificates, Performance Certificates issued by the end users not below the rank of Executive/ Divisional Engineer along with the bid.

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender of Lead bidder & Consortium/Joint Venture partner:

(A) Existing commitments and on-going works:

Description of work	Place & State	Contract No & Date	Name and Address of Employer	Value of contract Rs. Lakhs	Stipulated period of Completion	Value of works remaining to be completed (Rs.Lakhs) (Attach Certificates from Engineers –in-Charge)	Anticipated date of commissioning
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakhs)	Stipulated period of Completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Note:

i) The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

ii) A self-declaration is to be uploaded by the bidder stating that "the information with regard to assessed available tender capacity (Works on Hand) furnished are correct".

1.6 The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below:- **Not Applicable-**

1.7 Reports on the financial standing of the tenderer such as profit and loss statements and auditor's reports for the last five years; Audited Financial statements ie., Balance sheets, P&L statements, Turnover certificates duly certified by a Chartered Accountant as evidence shall be uploaded.

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9 Name, address, telephone number & e-mail id of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.3 (b): Cash in hand, Letter of Credit etc.

1.11 Deleted

1.12 Information on Litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per

technical specifications within the stipulated period of completion as per approved Activity chart.

Also refer uploaded Techno-commercial sheets for formats to be filled in e-procurement portal.

SECTION 4:

FORMATS OF ANNEXURES

ANNEXURES: CONTENTS

1. Form of Tender
2. No Deviation Certificate
3. Proforma of Bank Guarantee for EMD (Bid Security)
4. Proforma of Bank Guarantee for Contract Performance
5. Proforma of Extension of Bank Guarantee.
6. Proforma of Letter of Undertaking.
7. Proforma of Application for Payment.
8. Proforma of legally Enforceable Deed of Undertaking to be furnished by Bidders Principals for supply of Equipment
9. Proforma of Indemnity Bond (For owner supplied Equipment / Materials).
10. Proforma of Indemnity Bond (For Contractor supplied Equipment/ Materials).
11. Proforma of Agreement.
12. Power of Attorney
13. Trust Receipt.
14. Proforma of Consortium/Joint Venture Agreement, if any.
15. Approved List of Sub-Vendors for Turnkey / Partial Turnkey works of BDA.
16. Proforma Of Power Of Attorney For Consortium/Joint Venture
17. Eligibility clauses in respect of restrictions on procurement from a bidder of a country which shares a land border with India.
18. Restrictions on sourcing of equipments/materials by the Bidder from a vendor of a country which shares a land Border with India.
19. Banker’s certificate

Form of Tender

Description of the Work :

…… Detailed

Scope of work is as follows:

……. Tender reference/Bid

Enquiry No. **……**

To :

The Executive Engineer,
Electrical Division, T. Chowdaiah
Road, Kumara Park west , ,
Bengaluru- 560020.
Sir/Madam,

We offer to execute the works described above in accordance with the Conditions of Contract accompanying this Tender with the Contract Price quoted in Item-wise Financial Offer in e- procurement portal.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest Money Deposit required by the Tender documents.

We attach herewith our current income-tax clearance

certificate. Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____

Address:----------

GSTIN:

ANNEXURE-I

Tenderer's Name & Address:

To,
The Executive Engineer,
Electrical Division, T. Chowdaiah Road,
Kumar Park west, Bangalore-560020

NO DEVIATION CERTIFICATE

With reference to our Bid Proposal No…… dated …….. for …….. combined package of Sub-Station and Transmission Line, we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clause are acceptable to us, and we have not taken any deviation whatsoever to these Clauses:

a) **Terms of Payment**:
Clause 37 of Section-5-Conditions of Contract-CC and Clause 8.0 of Special Conditions of Contract-SCC.

b) **Bid Security /EMD:**
Clause 13 of Section-2-Instruction to Tenderers-ITT.

c) **Security Deposit/ Contract Performance Guarantee:**
Clause 29 of Section-2 - Instruction to Tenderers-ITT.

d) **Penalties for Delay:**
Clause 41 of Section-5-Conditions of Contract-CC.

e) **Price basis/Price adjustment:**
Clause 40 of Section-5-Conditions of Contract-CC.

f) **Defects Liability Period/Guarantee:**
Clause 10 of Special Conditions Contract-SCC.

g) **Work Schedule:** Clause 17 of Section-5-Conditions of Contract-CC.

h) **Taxes and Duties:**
Clause 11.11 of Section-2 - Instruction to Tenderers - ITT.

We further confirm that any deviation to the above Clauses at SL. No. (a) to (h) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any Cost implication whatsoever to BDA.

Date

Signature

Place

Printed Name

Designation

Common

Seal

ANNEXURE – II

PROFORMA OF BANK

GUARANTEE FOR EMD/BID

SECURITY

(To be stamped in accordance with stamp Act)

The non-Judicial stamp paper should be in the name of issuing Bank.

Ref……. Bank Guarantee No…..
Date ……

To

Dear Sirs,

In accordance with Invitation to Bid under your Specification No……M/s…… having its Registered/ Head Office at ……(hereinafter called the Bidder) wish to participate in the said Bid or……and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs……Valid up to ……on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a Condition precedent for participation in the said Bid.

We, the……Bank at …… having our Head Office at ……(local address) Guarantee and undertake to pay immediately on demand by Karnataka Power Transmission Corporation Limited the amount of …… (in words & figures) merely on demand and **without any reservation, protest, demur and recourse. Any such demand made by said `Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.**

This Guarantee shall be irrevocable and shall remain valid up to and including ****** If any further extension of this Guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s……on whose behalf this Guarantee is issued.

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on this ……day of……20 ……at…….

WITNESS:

…… . ……
(Signature) (Signature)

…… ……
(Name) (Name)

…… ……
(Official Address) (Designation with Bank Stamp)

Attorney as per

Power of Attorney
No
Date .....

(******) This date shall be Forty Five (45) days after the last date for which the Bid is valid.

ANNEXURE- III

PROFORMA OF BANK GUARANTEE

FOR SECURITY DEPOSIT/CONTRACT

PERFORMANCE

(To be stamped in accordance with stamp Act)

Ref..... Bank Guarantee No .....

Date .....

To,

Dear Sirs,

In consideration of the Bangalore Development Authority, (hereinafter referred to as the Owner which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Intent to Award the Contract No.....dated.....and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No..... dated valued at.....for .....(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to **5% (Five Percent)** of the Contract price, plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the CC (Conditions of Contract).

We ..... (Name & Address) having its Head Office at .....(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay, the Owner, merely on demand any and all monies payable by the Contractor to the extent of .....as aforesaid at any time up to .....**..... (days/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Owner and further agrees that the Guarantee herein

contained shall continue to be enforceable till the Owner discharges this Guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for Performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner,

and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or Commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs.....and it shall remain in force up to and including .....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s on whose behalf this Guarantee has been given.

Dated this .....day of .....20.....at .....

WITNESS:

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Official Address)	(Designation with Bank Stamp)

Attorney as per

Power of Attorney

No ..... Date

.....

NOTE:

** The date will be ninety (90) days after the end of Guarantee Period as specified in the Contract.

1. The stamp papers of appropriate values shall be purchased in the

name of issuing Bank.

ANNEXURE- IV

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref ……. Date …….

To,

Dear Sirs,

Sub: Extension of Bank Guarantee No……for

Rs……favouring yourselves, expiring on ……. on account of M/s……in respect of Contract No ……. dated…….(hereinafter called original Bank Guarantee).

At the request of M/ s ……,We……Bank, Branch Office at ……and having its Head Office at ……do hereby extend our liability under the above mentioned Guarantee No …… Dated ……. for a further period of ……Years/Months from ……to expire on ……Except as provided above, all other Terms and Conditions of the original Bank Guarantee No ……dated ……shall remain unaltered and binding.

Please treat this as an integral part of the Original Bank Guarantee to which it would be attached. I

Yours faithfully,

For …….

Manager/Agent/Accountant

Power of Attorney No

…… Dated

……

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate values shall be purchased in the name of the bank who has issued the Bank Guarantee.

ANNEXURE-V

PROFORMA OF LETTER OF UNDERTAKING

(To be uploaded by the Bidder along with his Bid)

Ref …… Date …….

To,

…….

…….

…….

Dear Sirs,

1. I*/We* have read and examined the following Bid Documents relating to the…..(full scope of Work).

a) Notice Inviting Tender.
b) Conditions of Contract containing Sections: 'Invitation for Tenders', 'Instructions to Tenderers', 'Conditions of Contract' and Contract Data.
c) Special Conditions of Contract (SCC) along with Annexure …… to …….
d) Drawings No .....
e) Technical Specifications.

2. I / We hereby submit our Bid and undertake to keep our Bid Valid for a period of One Hundred and Eighty days (180 days) from the date of techno-commercial bid opening.

I*/We* hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of BDA agreeing to open my/our Bid and consider and evaluate the same for the purpose of Award of Work in terms of provisions of Clause entitled "Award of Contract" cl.no. 26 of Section ITT.

Should this Bid be accepted, I*/We* also agree to abide by and fulfil all the terms, conditions of provision of the above mentioned Bid Documents.

Witness: Signature along with Seal of Co.

…….

Signatur (Duly authorized to sign the

Date: Tender On behalf of the

Name & Address Contractor)

Name …….

Designation …….

Name of Co.....(in Block Letters)

*Strike out whichever is not applicable.

ANNEXURE-VI

PROFORMA OF APPLICATION FOR PAYMENT

Project :

Equipment Package : Date :

Name of Contractor : Contract No.:

Contract Value : Contract Name

: Unit Reference :

Application Serial Number :

To,

.....

.....

.....

Dear Sir,

APPLICATION FOR PAYMENT

1. Pursuant to the above referred Contract Dated ....., the undersigned hereby applies for Payment of the Sum of .....(Specify amount and currency in which Claim is made).

2. The above amount is on account of. (Tick whichever

   applicable) Initial Advance (Schedule**)

   Interim Payment as Advance (Schedule**)

   Progressive Payment against despatch of Equipment

   (Schedule**) Progressive Payment against receipt of

   Equipment at Site (Schedule**) Progressive Payment against

   Erection (Schedule**)

   Ocean freight & marine Insurance

   (Schedule**) Inland transportation

   (Schedule**)

Inland

Insurance

Price

Adjustment

Extra Work not specified in Contract

(Ref. Contract Change Order No.....)

Other (specify)

Final Payment (Schedule**)

As detailed in the attached Schedule(s) which form an integral apart of this application.

3. The Payment Claimed is as per item(s) No.(s) .....of the Payment Schedule annexed to
the above mentioned Contract.

4. The application consists of this page, a Summary of Claim Statement (Schedule**),and the following signed Schedule.

1.....

2.....

3.....

The following Documents are also enclosed

1.....

2.....

3.....

Signature of Contractor/

Authorised Signatory

* Application for Payment will be made to 'Engineer' as to be designated for this purpose at the time of Award of the Contract.

Prepare separate application for Claims in different currencies.

** Proforma for the Schedules will be mutually discussed and agreed to during the finalization of the Contract Agreement

ANNEXURE-VII

PROFORMA OF LEGALLY ENFORCEABLE DEED OF UNDERTAKING TO BE FURNISHED
BY BIDDER'S PRINCIPALS FOR SUPPLY OF EQUIPMENT (ON Rs. 200/- STAMP PAPER)

This deed of undertaking executed this ……day of ……..20…….by (Name of Bidders Principals) having its Registered Office at ……..(hereinafter called the "Principals" which expression shall include its successors, administrators, executors and permitted assigns)and ……(Name of Bidder) having its Registered Office at ……(hereinafter called the "Bidder" which expression shall include its successors, administrators, executors and permitted assigns) in favour of Bangalore Development Authority (hereinafter called the "Owner")

WHEREAS the Owner invited Bids as per its Bid Enquiry No……..for (Name of
Package) and whereas the Bid Enquiry stipulates that "Bidders, who are Subsidiaries and have recently established production line in India for the Equipment for which Bids are invited, can also be considered as meeting with the criteria, provided the Parent Company (Principals) agrees to furnish, either jointly with the subsidiary (Bidder) or separately, a legally enforceable undertaking to Guarantee Quality, timely supply, Performance and Warranty obligations as stipulated in the Bid enquiry and also furnish Performance Guarantee or Security as stipulated in the Bid enquiry".

AND WHEREAS the Bidder has submitted its Office No. …… dated…… to the
Owner based on the Association of the Principals & Subsidiary.

NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:

1. In consideration of the Award of Contract by the Owner to the Bidder, we, the Principals, and the Bidder do hereby declare and undertake that we shall be jointly and severally responsible and bound unto the Owner for the successful Performance of the characteristics in terms of the Contract to the satisfaction of the Owner.

2. In case of any breach of the Contract committed either by us and/of the Bidder, we, the Principals, do hereby undertake, declare and confirm that we shall be fully responsible for successful Performance of the Contract and undertake to carry out all the obligations and responsibilities under the contract in Order to discharge the obligations stipulated in the Contract. We undertake to execute the Work in its entirety and hold responsibility even in respect of the Work entrusted by us to the Bidder. We hereby indemnify the Owner that we will compensate the Owner, if any loss occured due to default in executing the Work either by us or by the Bidder.

3. Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Principals hereby agree to depute their Technical experts from time to time to the Bidder's Works/Owner's Project Site as mutually considered necessary by the Owner/ Bidder and the principals to ensure proper Design, Manufacture, Testing and successful Performance of the Equipment under the said Contract in accordance with the Contract and, if necessary, the Principals shall advise the Bidder Suitable measures to discharge the obligations under the Contract.

4. We, the Principals and the Bidder will be fully responsible for the Quality of all Equipment/Components Manufactured at the Bidder's Works or the Bidder's Sub- Vendor's Works and, if necessary, their repairs or replacement for successful Performance of the characteristics in terms of the Contract

5. We, the Principals and the Bidder, agree that this deed of Undertaking shall be Irrevocable and shall form an integral part of the Contract and further agree that this

undertaking shall continue to be enforceable till the successful Completion of the Contract and the Owner discharges it. It shall become operative from the effective date of the Contract

6. A Performance Guarantee as stipulated in the Bid enquiry will be furnished and shall be Guaranteed towards the faithful Performance / compliance of this Deed of Undertaking in terms the Contract.

7. This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the courts in Bengaluru, Karnataka State, shall have exclusive jurisdiction in all matters arising under this Deed of Undertaking.

IN WITNESS WHEREOF, the Principals and the Bidder through their authorized Representatives, have executed these present and affixed common seals of their respective Companies, on the Day, Month and year first mentioned above.

WITNESS	for NAME OF PRINCIPALS
…….	…….
(Signature)	(Signature)
…….	…….
(Name)	(Name)
…….	…….
(Office Address)	(Office Address)
…….	…….
(Company Seal)	(Company Seal)

2.

WITNESS	for NAME OF BIDDER
…….	…….
(Signature)	(Signature)
…….	…….
(Name)	(Name)
…….	…….
(Office Address)	(Office Address)
…….	…….
(Company Seal)	(Company Seal)

ANNEXURE-VIII

PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER BY OWNER "FOR PERFORMANCE OF THE CONTRACT

(For Owner supplied Equipments / Materials)

INDEMNITY BOND

THIS INDEMNITY BOND is made this……day of ……..20 by ……..a Company registered under the Companies Act, 1956/Partnership Firm/Proprietary concern having its Registered Office at ……(hereinafter called as 'Contractor' or 'Obligator' which expression shall include its successors and permitted assigns) in favour of Bangalore Development Authority, ……..having its Project at …….. (hereinafter called as "BDA" which expression shall include its successors and assigns):

WHEREAS Owner has Awarded to the Contractor a Contract for ……vide his Letter of Intent to Award the Contract/Contract No ……..dated ……..and its Amendment No (applicable when Amendments have been issued) in terms of which,
it is required to hand over various Equipment's to the Contractor for execution of the Contract.

And Whereas by virtue of Clause No ……..of the said Contract, the Contractor is required to execute an Indemnity Bond in favor of BDA for the Equipment handed over to it by BDA for the purpose of Erection in due Performance of the Contract (hereinafter called the "Equipment").

NOW THEREFORE, this Indemnity Bond witnessed as follows:

1 That in consideration of various Equipment as mentioned in the Contract, Valued at Rs ……..(Rupees ……..) to be handed over to the Contractor in installments from time to time for the purpose of Performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep BDA indemnified, for the full value of the Equipment. The Contractor hereby acknowledges receipt of the initial installments of the Equipment as per details in the Schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent installments of Equipment as required by BDA in the form of Schedules consecutively numbered, which shall be attached to this Indemnity Bond so as to form integral parts of this Bond. It is expressly understood by the Contractor that handing over the dispatch Title Documents in respect of the said Equipment's duly endorsed by BDA in favor of the Contractor shall be construed as handing over the Equipment purported to be covered by such title Documents and the Contractor shall hold such Equipment's in trust as a trustee for and on behalf of BDA.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the Equipment at BDA Project Site against all risks whatsoever till the Equipment are duly used / erected in accordance with the terms of the Contract and the Plant / Package duly erected and commissioned in accordance with the terms of the Contract, is

taken over by BDA. The Contractor undertakes to keep BDA harmless against any loss or Damage that may be caused to the Equipment

3. The Contractor undertakes that the Equipment shall be used exclusively for the Performance / execution of the Contract strictly in accordance with its Terms and

Conditions and no parts of the Equipment shall be utilized for any other Work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall interalia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal / penal consequences.

4. That BDA is and shall remain the exclusive Owner of the Equipment free from all encumbrances, charges or lien of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by Engineer-in-Charge- / Engineer or other Employees / Agents authorized by him in this regard. Further, BDA shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, miss- utilized or converted to uses other than those specified in the Contract, by any acts of omission or Commission on the part of the Contractor or any other Persons or on account of any mason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of BDA to return the Equipment without any demur or reservation.

5. That this Indemnity Bond is irrevocable. If at any time any loss or Damage occurs to the Equipment or the same or any part thereof is miss-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/ Engineer of BDA as to assessment of loss or Damage to the Equipment shall be final and binding on the Contractor. The Contractor binds himself and undertakes to replace the lost / or Damaged Equipment at his own Cost and / or shall pay the amount of loss to BDA " without any demur, reservation or protest. This is without prejudice or any other right to remedy that may be available to BDA against the Contractor under the Contract and under this Indemnity Bond.

6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the Terms and Conditions of this Bond to the satisfaction of BDA, then the above bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand through his authorized Representative under the common seal of the Company, the day, Month and year first above mentioned.

SCHEDULE NO. 1

Particulars of the Equipment	Quantity	Value of the Equipment	Signature of Power of Attorney Holder of Contractor in token of receipt
Handed over			

(Please number subsequent Schedules)

For and on

behalf of M/s

.....

.

I i. Signature…….. Signature ……..

ii. Name ……. Name…….

iii. Address ……. Address …….

Authorised Representative

2. i. Signature…….

(Common Seal)

ii. Name.....(In Case of Company)

iii. Address

* Indemnity Bonds are to be executed by the authorized Persons and (i) in case of Contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the Company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or Photostat copy of the Power of Attorney if it is General Power of Attorney and such Documents should be attached to Indemnity Bond.

ANNEXURE-IX

PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT/MATERIALS BROUGHT INTO THE SITE BY THE CONTRACTOR AND KEPT IN HIS POSSESSION FOR PERFORMANCE OF THE CONTRACT

(For Contractor supplied Equipment's / Materials)

INDEMNITY BOND

THIS INDEMNITY BOND is made this……day of ……20 by ……a Company registered under the Companies Act, 1956/Partnership Firm/Proprietary concern having its Registered Office at ……(hereinafter called as 'Contractor' or 'Obligator' which expression shall include its successors and permitted assigns) in favour of Bangalore Development Authority, ……having its Project at …… (hereinafter called as "BDA" which expression shall include its successors and assigns):

WHEREAS Owner has Awarded to the Contractor a Contract for ……vide his Letter of Intent to Award the Contract/Contract No ……dated ……and its Amendment No . …… (applicable when Amendments have been issued) for execution of the Contract.

And Whereas by virtue of Clause No ……of the said Contract, the Contractor is required to execute an Indemnity Bond in favor of BDA for the Equipment's/Materials supplied by the Contractor and used for the purpose of Erection in due Performance of the Contract for which BDA makes Payments in Installments and the Title is transferred to BDA only after taking over of the Commissioned Work by BDA (hereinafter called the "Contractor Supplied Equipment").

NOW THEREFORE, this indemnity bond witnessed as follows:

1 That in consideration of various Equipment's/Materials which is valued at Rs…… (Rupees ……) as mentioned in the Contract to be brought into the Site by the Contractor and to be used by him from time to time for the purpose of Performance of the Contract, for which the Payments will be made by BDA in Installments as per the Payment Terms of the Contract, the Contractor hereby undertakes to indemnify and shall keep BDA indemnified, for the full value of such Equipment's/Materials. The Contractor hereby acknowledges receipt of the initial Installment of Payments towards the Equipment's/materials brought into the Site by him as per the details in the Schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the initial Installments of Payments towards subsequent Installments of Equipment's/Materials to be brought into the Site by him as required by BDA in the form of Schedules consecutively numbered, which shall be attached to this Indemnity Bond so as to form integral parts of this Bond. It is expressly understood by the Contractor that issuance of a Certificate by the Engineer and the Contractor for the purpose of receiving

initial Payments by the Contractor to the effect that the Equipment’s/Materials are received at the Site shall be

construed as keeping the Equipment's/Materials belonging to BDA in the possession of the Contractor and the Contractor shall hold such Equipment's/Materials in trust as a Trustee for and on behalf of BDA.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the Equipment at BDA Project Site against all risks whatsoever till the Equipment are duly used / erected in accordance with the terms of the Contract and the Plant / Package duly erected and commissioned in accordance with the terms of the Contract and is taken over by BDA. The Contractor undertakes to keep BDA harmless against any loss or Damage that may be caused to the Equipment

3. The Contractor undertakes that the Equipment shall be used exclusively for the Performance / execution of the Contract strictly in accordance with its Terms and Conditions and no parts of the Equipment shall be utilized for any other Work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall interiliac constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal / penal consequences.

4. That BDA shall have the right over the Equipment's/Materials (even if Part Payment is made and the Title not transferred), free from all encumbrances, charges or lien of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by Engineer-in-Charge- / Engineer or other Employees / Agents authorized by him in this regard. Further, BDA shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, miss-utilized or converted to uses other than those specified in the Contract, by any acts of omission or Commission on the part of the Contractor or any other Persons or on account of any mason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of BDA to return the Equipment without any demur or reservation.

6. That this Indemnity Bond is irrevocable. If at any time any loss or Damage occurs to the Equipment or the same or any part thereof is miss-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/ Engineer of BDA as to assessment of loss or Damage to the Equipment shall be final and binding on the Contractor. The Contractor binds himself and undertakes to replace the lost / or Damaged Equipment at his own Cost and / or shall pay the amount of loss to BDA " without any demur, reservation or protest. This is without prejudice or any other right to remedy that may be available to BDA against the Contractor under the Contract and under this Indemnity Bond.

6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the Terms and Conditions of this Bond to the satisfaction of BDA, then the above bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand through his authorized Representative under the common seal of the Company, the day, Month and year first above mentioned.

SCHEDULE NO. 1

Sl.	Particulars of the Equipments/	Quantity	Value of the	Certificate No./Date	Initial Installmen	Signature of Power

No	Materials Brought into the Site by the Contractor and kept in his possession on behalf of BDA		Equipment/ Material (Rs.)	Recorded by the Engineer/ Contractor for making Initial Payment	t Amount Paid by BDA (Rs.)	Of Attorney Holder of the Contractor.

(Please number subsequent Schedules)

For and on
behalf of M/s
.....

I i. Signature..... Signature .....

ii. Name ..... Name.....

iii. Address ..... Address .....
Authorised Representative

2. i. Signature.....
(Common Seal)

ii. Name.....(In Case of Company)

iii. Address

* Indemnity Bonds are to be executed by the authorised Persons and (i) in case of Contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the Company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or Photostat copy of the Power of Attorney if it is General Power of Attorney and such Documents should be attached to Indemnity Bond.

ANNEXURE- X

PROFORMA OF "CONTRACT AGREEMENT"

This Agreement made on this ……day of ……Two thousand ……between Bangalore Development Authority having its Office at ……India (hereinafter referred to as a "Owner" or BDA which expression shall include its administrators,) on the one part and M/s ……having its registered Office at ……(hereinafter referred to as the "Contractor" or "X" name of the Contracting Company, which expression shall include its administrators, successors, executors and permitted assigns) the other part.

WHEREAS BDA desirous of setting up its Sub-Station and Transmission Line invited Bids for Establishing combined package……(briefly describe scope of Work) as per its Bid Specification No……

AND WHEREAS……"X" ……had participated in the above referred Bidding in Consortium/Joint Venture with……vide their proposal No. ……dated……and BDA awarded the Contract to……"X" ……on Terms and Conditions of Bid Documents referred to therein, which has been accepted by ……"X "

…….resulting into a "Contract".

NOW THEREFORE THE DEED WITNESSETH AS UNDER:

1.0 Article

1.1 Award of Contract:

BDA has Awarded the Contract to …… "X" ……for the Work of……on the Terms and Conditions contained in its Letter of Intent to Award the Contract No…… dated…… amounting to Rs……(in words) and the Documents referred to therein. The Award has taken effect from the date of aforesaid Letter of Intent to Award the Contract. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract Document" referred to in the succeeding Article.

2.0 **Contract Documents:**

2.1 The Contract shall be performed strictly as per the Terms and Conditions stipulated herein and in the following Documents attached herewith (hereinafter referred to as "Contract Document").

i) BDA 's Bidding Documents in respect of Specification No……issued vide its letter No……dated ……consisting of Tender documents at cl.no.7, section 2 of ITT and all other Sections including all Amendments issued vide its letter (s) No.(s) ……dated……(Part-I)

ii) BDA's Technical Specification including Amendments issued vide its Letter No……dated……(Part-II)

iii) “X”s Proposal No……dated……along with Proposal Sheets, Data Requirement Sheets, Payment Terms, Works Schedules and Consortium/Joint Venture Agreement/Joint Agreement Submitted by “X” entitled as “…….”(Part-III).

iv) Agreed Minutes of the meeting held on… between BDA & “X” (Part-IV).

v) BDA 's Letter of Intent to Award the Contract No……dated…… for a Contract Price of Rs.
.....duly accepted by “X” (Part-V)

vi) Quality Plans for Manufacturing and Field activities entitled as 'Quality Plan". (Part-VI)

vii) Contract Activity Chart (Part-VII)

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conforms to the Bidding Document (Part-I & II) and what has been specifically agreed to by the Owner in his Letter of Intent to Award the Contract. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its 'Proposal (Part-III) but not agreed to specifically by the Owner stands withdrawn by the Contractor. For the sake of brevity, this Agreement along with its aforesaid Contract Documents shall be referred to as the 'Agreement".

3.0 Conditions & Covenants:

3.1 The Scope of Contract, Consideration, Terms of Payment, Price Adjustment, Taxes wherever applicable, Insurance, Penalties, Performance Guarantee and all other Terms and Conditions are contained in BDA 's Letter of acceptance the Contract No ……dated……read in conjunction with other aforesaid Contract Document. The Contract shall be duly performed by the Contractor strictly and faithfully in accordance with terms of the Agreement.

3.2 The scope of Work shall also include **Supply, Erection and Civil Works** portion of all such items, which are not specifical1y mentioned in the Contract Documents, but which are needed for successful, efficient, safe & reliable Operation of the Equipment unless otherwise specifically excluded in the Specifications under ‘exclusions' or Letter of Intent to Award the Contract.

3.3 Time Schedule:

3.3.1 Time is the essence of the Contract. The Time Schedules shall be strictly adhered to and “X” shall perform the Work in accordance with the agreed Schedule as given in LOI/DWA/approved Activity Chart.

3.4 Quality Plans:

3.4.1 The Contractor is responsible for the proper execution of the approved Quality Plans. The Work beyond the Customer's hold points will progress only with the Owner's consent. The Owner will also undertake Quality surveillance and Quality audit of the Contractor's/Sub-Contractor's Works, systems and procedures and Quality Control activities. The Contractor further agrees, that any change in the Quality Plan will be made only with the Owner's approval. The Contractor shall also perform all Quality activities, inspection and Tests agreed with the Owner to demonstrate full compliance with the Contract requirements.

3.4.2 The Contractor also agrees to provide the Owner with the necessary facilities for carrying out inspection, Quality audit and Quality surveillance of Contractor's and its Sub-Contractor's Quality systems and manufacturing activities.

These shall include but not limited to the following:

i. Relevant Plant Standards, Drawing and Procedures.

ii. Detailed Quality Assurance System/ Manuals for Manufacturing activities.

iii. Storage Procedures and instructions regarding Welding, NDT, Heat Treatment prior to commencement of Manufacture.

iv. Complete set of Log Sheets mentioned in the Quality Plan.

3.4.3 It is expressly agreed to by the Contractor that the Quality Tests and inspection by the Owner shall not in any way relieve the Contractor of its responsibilities for Quality Standards, and Performance Guarantee and their other obligations under the agreement.

3.4.4 "X" agrees to submit Quality Assurance Documents package to BDA for review and
record after Completion and within three weeks of dispatch of

Material. The Package will include the following:

i) Factory Test result/ inspection report for Testing required by this Contract or applicable Codes and Standards.

ii) Two copies of inspection report duly, signed by Quality Assurance Personnel of both BDA and "X" for the agreed Customer hold points.

iii) Report of the rectification Works where and if applicable.

3.5 It is expressly agreed to by the Contractor that the Contract is on single source responsibility basis and the Contractor is bound to perform the total Contract in its entirety and non-Performance of any part or portion of the Contract shall be deemed to be a breach of the entire Contract.

3.6 The Contractor Guarantees that the Equipment under the Contract shall meet the ratings and Performance Parameters as stipulated in the Technical Specifications (Part- II) and in the event of any deficiencies found in the requisite Performance figures, the Owner may at its option reject the Equipment or alternatively accept it on the Terms and Conditions and subject to levy of the Penalties in terms of Contract Documents. The amount of penalties so loveable shall be in accordance with the contract document and the total penalty levied shall not exceed the total contract value.

3.7 It is further agreed to by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the Owner's right to recover the Damages/ Compensation due to short fall in the Equipment Performance figures as stated in Para
3.6 above or under any other Clause of the agreement. The amount of Damages/ Compensation shall be recoverable either by way of deduction from the Contract Price, Contract Performance Guarantee and/or otherwise.

3.8 The Contract Performance Guarantee furnished by the Contractor is irrevocable and un-conditional and the Owner shall have the powers to invoke it not withstanding any dispute or difference between the Owner and the Contractor pending before any Court, Tribunal, Arbitrator or any other Authority.

3.9 This agreement constitutes full and complete understanding between the Parties. It shall supersede all prior correspondence. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized Representatives of both the Parties.

4.0 Settlement of disputes:

4.1 It is specifically agreed by and between the Parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement, shall be referred and settled under the Arbitration Center - Karnataka (Domestic & International) Rules, 2012.

4.2 **Notice of Default:**

Notice of default given by either Party to the other Party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement or by Fax or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

5.0 **Joint/Several Responsibility:** (Applicable in case of Consortium/Joint Venture)

The Contractor and the Consortium/Joint Venture member are severally bound themselves to BDA for the faithful performance of the contract.

IN WITNESS WHEREOF, the Parties through their duly authorized Representatives have executed these presents (execution whereof has been approved by the competent Authorities of both the Parties) on the day, Month and year first above mentioned at Bengaluru.

WITNESSES:

1. .... (Owner's signature)
(Printed Name)
2..... ..... (Designation)
(Company's Stamp)

1. .... (Contractor's signature)
(Printed Name)
2..... ..... (Designation)
(Company's Stamp)

1. .... (Consortium/Joint Venture Partner's signature)
(Printed Name)
2..... ..... (Designation)

(Company's Stamp)

ANNEXURE- XI

POWER OF ATTORNEY

(On Non-Judicial Stamp Paper of Value Rs. 100/-)

KNOW ALL MEN BY THESE PRESENTS that we .....

.....a Company incorporated under the laws of .....and having its Registered Office/Head Office at ..... (hereinafter called "Manufacturer / Bidder" which expression shall unless repugnant to the Context or meaning thereof, include its successors, administrators and assigns) acting through Mr.....its constitute, nominate and appoint M/s.....a Company incorporated under the laws of ..... and having its Registered/ Head Office at .....as its duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative") to exercise all or any of the powers for and on behalf of the 'Manufacturer / Bidder in regard to Specification No .....
Package
.....the Bids for which have been invited by .....(Address "Owner") to
undertake the following acts:

i) To submit proposal and participate in the aforesaid Bid Specification of the "Owner" on behalf of the "Manufacturer / Bidder".
ii) To negotiate with the "Owner" the Terms and Conditions including Price for Award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the "Owner' for and on behalf of the Manufacturer / Bidder.
iii) To receive accept and execute the Contract for and on behalf of the "Manufacturer / Bidder".
iv) To do any other act or submit any Document related to the above.

It is expressly understood that the Power of Attorney shall remain valid, binding and irrevocable till submission of the Contract Performance Guarantee in terms of the Contract. The "Manufacturer / Bidder" hereby agrees and undertakes to satisfy and confirm all whatsoever the said "Attorney"/"Authorized Representative" quotes in the Bid, negotiates and signs the Contract with the "Owner" and/or purports to act on behalf of the "Manufacturer / Bidder" by virtue of this Power of Attorney and the same shall bind the "Manufacturer / Bidder" as if done by itself.

IN WITNESS WHEREOF THE "Manufacturer/ Bidder" has executed these Presents at
.....on this day Of.....
..... under the Common Seal of the Manufacturer / Bidder company.

Specimen Signature of Attorney Holder
.....
(Name)

For and on behalf of
Common Seal of the above Manufacturer /
Bidder Has been affixed thereunto, in the
presence of.

WITNESSES:

1. Signature .....
Name.. .....
Designation ....
Occupation .....

ANNEXURE-XII

TRUST RECEIPT FOR PLANT, EQUIPMENT AND MATERIALS RECEIVED FROM BDA
UNDER CONTRACT No ..... DATED.....

We M/ s ..... having our principal place of Business at have been
Awarded a Contract No .....dated.....for.....by Karnataka Power Transmission Corporation Limited, Bengaluru.

We do hereby acknowledge the receipt of the Plant, Equipment and Materials as are fully described and mentioned under Documents of title/ RR/ LR etc. and in the Schedule annexed here to which shall form an integral part of this receipt as 'Trustee of Bangalore Development Authority". The aforesaid Materials etc. so received by us shall be exclusively used in the successful Performance of the aforesaid Contract and for no other purpose whatsoever. We undertake not to create any charge, lien or encumbrance over the aforesaid Materials etc. in favour of any other Persons/ institutions(s) / Bank(s).

For M/ s

.....

..... (AUTHORISED SIGNATORY SEAL

OF COMPANY)

Date

d:

Place

:

ANNEXURE-XIII

CONSORTIUM/JOINT VENTURE AGREEMENT
(ON NON-JUDICIAL STAMP PAPER OF Rs.200/ -)

CONSORTIUM/JOINT VENTURE AGREEMENT AMONGST M/s ..... & M/s ..... for Bid Specification No. .....OF BANGALORE DEVELOPMENT AUTHORITY.

This Consortium/Joint Venture agreement executed on this **.....** day ..... Month of Two thousand .....amongst M/s**.....** a company incorporated under the laws of .....(country) and having its registered office at.....(herein after called the "Lead Company" which expression shall include its successors, executors and permitted assigns) and M/s**.....,** a company incorporated under the laws of .....(country) and having its registered office at.....(herein after called the Constituent Company which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (In case of award) against the specification no. **.....** " for.....(Name of
the work) for Bangalore Development Authority. having its registered office at **T. Chowdaiah Road, Kumara Park west , Bengaluru- 560020., Karnataka** (hereinafter called the "Owner"). The leader of the Consortium/Joint Venture shall abide by the general terms and conditions specified by the Purchaser. WHEREAS the Owner invited bids as per the above mentioned specifications for the design, manufacture, supply and erection, testing and commissioning of Equipments/Materials stipulated in the bidding documents under subject package .....(Name of the work)

AND WHEREAS Section-2 (Clause No.2 & 3 of ITT of Qualifying Requirement), forming part of the bidding documents, stipulates that a Consortium/Joint Venture meeting the requirements of Section-2 (Invitation To Tenderers) applicable may bid, provided the Consortium/Joint Venture fulfills all other requirements of specification and in such a case, the Bid shall be signed by the members so as to legally bind the members and who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that the Consortium/Joint Venture agreement shall be attached to the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any restriction or liability for either party.

AND WHEREAS the bid has been submitted to the Owner vide proposal No dated **.....** by Lead Company based on the Constituent agreement between all the Consortium/Joint Venture under these presents and the bid in accordance with the requirements of Specifications (Qualification Requirements).

NOW THIS INDENTURE WITNESSTH AS UNDER

In consideration of the above premises and agreements all the partners to this Consortium/Joint Venture members do hereby now agree as follows:

1) In Consideration of the award of the Contract by the Owner to the Consortium/Joint Venture members, we , the members to the

Consortium/Joint Venture agreement do hereby agree that Ms. **.....**shall act as Lead Company and further declare and confirm that we shall jointly and severally be bound up to the Owner for the successful performance of the contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment's in accordance with the Contract.

2) In case of any breach of the said contract by the Lead company or other constituent of the Consortium/Joint Venture agreement, the Lead company do hereby agree to be fully responsible for the successful performance of the contract and to carry out all the obligations and responsibilities under the contract in accordance with the requirements of the Contract.

3) Further, if the Owner suffers any loss or damage on account of any breach in the contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the contract, the Lead company of these presents undertake to promptly make good such loss or damages caused to the Owner, on its demand without any demur. It shall not be necessary or obligatory for the Owner to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner (s).

4) The Financial liability of the members of the Consortium/Joint Venture agreement to the Owner, with respect to any of the claims arising out of performance or non-performance of the obligations set forth in the said agreement, read in conjunction with the relevant conditions of the contract shall, however not be limited in any way so as to restrict or limit the liabilities of any of the members of the agreement.

5) It is expressly understood and agreed between the members to this Consortium/Joint Venture agreement that the responsibilities and obligations of each of the partners shall be as delineated hereunder (To be incorporated suitably by the member to this agreement). However, each member of the Consortium/Joint Venture will be severally and jointly responsible for the faithful performance of the contract. It is further agreed by the member that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the members under this contract.

Sl. No.	**Name of the Lead Bidder / Consortium/Joint Venture Partner**	**Scope of work / participation**
01.	.....	.....
02	.....	**.....**

We further declare ourselves bound to execute our scope of work/participation as stated above;

6) This Consortium/Joint Venture agreement shall be constructed and interpreted in accordance with the laws of India and the courts of **Bengaluru** shall have the exclusive jurisdiction in all matters arising there under.

7) In case of an award of a Contract, we the Consortium/Joint Venture members do hereby agree that we shall be jointly & severally responsible for the works respectively executed and Lead company shall furnishing a contract performance security from a bank in favor of the PURCHASER in the forms acceptable to purchaser for value of Five percent (5%) of the total Contract Price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the CC (Conditions of Contract), as per the format given in Section 4.

8) It is further agreed that the Consortium/Joint Venture agreement shall be irrevocable and shall form an integral part of the contract, and shall continue to be enforceable till the owner discharges the same. It shall be

effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF the partners to the Consortium/Joint Venture have through their authorized representatives executed these presents and affixed Common seals of their companies, on the day, month and year first mentioned above.

WITNESS

Signature.....

Name.....

Designation.....

For Lead Company

Name:

Designation:

Common Seal of the Company

WITNESS

Signature.....

Name.....

Designation.....

For Constituent 1

Name:

Designation:

Common Seal of the Company

ANNEXURE-XIV

Approved List of Sub-Vendors for Turnkey / Partial Turnkey works of BDA

The details of the approved Sub-Vendors of KPTCL for Total / Partial Turnkey projects of BDA is available on website **https://kptcl.karnataka.gov.in**–.

ANNEXURE - XV

PROFORMA OF POWER OF ATTORNEY FOR CONSORTIUM/JOINT VENTURE

(On Non-Judicial Stamp Paper of Appropriate value

of Rs. 100/- to be purchased in the Name of Bidder)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder _____ have formed a Consortium/Joint Venture under the laws of __ and having our Registered Office(s)/Head Office(s) at _____ (hereinafter called the Consortium/Joint Venture which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s _____ being the Partner in charge do hereby constitute, nominate and appoint M/s _____ a Company incorporated under the laws of _____ and having its Registered/Head Office at _____ as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In charge") to exercise all or any of the powers for and on behalf of the Consortium/Joint Venture in regard to Specification No. _____ Package _____ the Bids for which have been invited by **Bangalore Development Authority.** having its registered office at T. Chowdaiah Raod, Kumara Park West, Bengaluru-560020., Karnataka (hereinafter called the 'Owner') to undertake the following acts:

i) To submit proposal and participate in the aforesaid Bid Specification of the Owner on behalf of the "Consortium/Joint Venture ".

ii) To negotiate with the Owner, the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Owner for and on behalf of the "Consortium/Joint Venture ".

iii) To do any other act or submit any document related to the above.

iv) To receive, accept and execute the Contract including receipt of payment for and on behalf of the "Consortium/Joint Venture ".

It is clearly understood that the Partner In charge shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Warranty Period in terms of the Contract.

The **Consortium/Joint Venture** hereby agrees and undertakes to ratify and confirm whatsoever the said Attorney/Authorized Representative quotes in the Bid, negotiates and signs the Contract with the Owner and/or proposes to act on behalf of the **Consortium/Joint Venture** by virtue of this Power of Attorney and the same shall bind the **Consortium/Joint Venture** as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Consortium/Joint Venture as aforesaid have executed these presents of this ___ day of ___ under the Common Seal(s) of their Companies.

for and on behalf of

the Partners of

Consortium/Joint

Venture

Common Seal of the above Partners of the Consortium/Joint Venture , the Common Seal has been affixed there unto in the presence of :

WITNESS

1. Signature _____

   Name _____

   Designation _____

   Occupation _____

2. Signature _____

   Name _____

   Designation _____

   Occupation _____

ANNEXURE - XVI

ELIGIBILITY CLAUSES IN RESPECT OF RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

Sl. No.	ELIGIBILITY CLAUSES
1	Any bidder from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
1.1	"Bidder" (including the term 'tenderer', consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a Consortium/Joint Venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
1.2	"Bidder from country which shares a land border with India" for the purpose of this Order means: - a. An entity incorporated, established or registered in such a country; or
	b. A subsidiary of an entity incorporated, established or registered in such a country; or
	c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
	d. An entity whose *beneficial owner* is situated in such a country; or
	e. An Indian (or other) agent of such an entity; or
	f. A natural person who is a citizen of such a country; or
	g. A Consortium/Joint Venture where any member of the Consortium/Joint Venture falls under any of the above.
1.3	I. The *beneficial owner* for the purpose of above clause will be as under: (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- a. "Controlling ownership interest' means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
	(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has

Sl. No.	ELIGIBILITY CLAUSES
	ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
	(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
	(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
	(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
	"Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade, Government of India and the interpretation of the Committee shall be final).
	Specified Transfer of Technology means a transfer of technology in the sectors and/ or technologies, specified in paragraph 14 **of G.O No.FD455 Exp-12 2020 Bengaluru dated 01.04.2023 of GoK.**, occurring on or after 25.08.2020
1.4	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
	The Registration from the Competent Authority shall be valid at the time of Submission of Bid and at the time of acceptance of Bid.
	If the Bidder was validly registered at the time of Acceptance/Placement of order, Registration shall not be a relevant consideration during Contract execution.
	Certificates/Undertakings to be furnished by the Bidder and Consortium/Joint Venture Partner (In case of Consortium/Joint Venture) as per G.O No.FD455 Exp-12 2020 Bengaluru dated 01.04.2023 of GoK.
1.5	A certificate for having read the above clauses is required to be submitted/uploaded by the tenderer separately in the following format: *"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"*
1.6	**IN CASES WHERE SUB CONTRACTING IS PROVIDED: Deleted**

1.7	A certificate for having read the above clauses is required to be submitted/uploaded by the tenderer separately in the following format: a. I have read the clause regarding restrictions on procurement from a bidder/vendor having Transfer of Technology (TOT) arrangement. I certify that this bidder/vendor does not have any TOT arrangement requiring registration with the competent authority. **OR** I have read the clause regarding restrictions on procurement from a bidder/vendor having Transfer of Technology (TOT) arrangement. I certify that this bidder/vendor has valid registration to participate in this procurement.
Sl. No.	**ELIGIBILITY CLAUSES**
	Note: As per GOK circular dated 10.03.2021 and 29.03.2021 regarding Registration with Competent Authority, the following are the clarifications: *i) A Bidder is permitted to procure raw material, components, sub-assemblies etc., from the vendors from the countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".* *ii) However, in case a bidder has proposed to supply finished goods, procured directly /indirectly from the vendors from the countries sharing land border with India, such vendors will be required to be registered with the Competent Authority.* *iii)Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, are exempted from the requirement of registration as mandated under Government Order No: FD 455 Exp-12/2020, Bengaluru, dated: 28.08.2020.*

ANNEXURE - XVII

RESTRICTIONS ON SOURCING OF EQUIPMENTS/MATERIALS BY THE BIDDER FROM A VENDOR OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

The Vendors of the equipment's/materials proposed to be supplied to the subject work shall meet the eligibility clauses specified regarding restrictions on procurement from a bidder of a country which shares a land border with India as specified in Annexure- XVI of the tender document. The Bidder shall source the equipment's/materials only from such Vendors who meet the clauses specified in the Annexure- XVI.

A certificate is to be submitted/uploaded by the Bidder agreeing to source the equipment/material for the work from the Vendors who meet the eligibility clauses regarding restrictions on procurement from a country which shares a land border with India separately in the following format:

"I have read the clause regarding restrictions on procurement from a bidder/vendor of a country which shares a land border with India; I certify that this bidder/vendor is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder/vendor fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Note:

As per GOK circular dated 10.03.2021 and 29.03.2021 regarding Registration with Competent Authority, the following are the clarifications:

i) *A Bidder is permitted to procure raw material, components, sub-assemblies etc., from the vendors from the countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub- contracting".*
ii) *However, in case a bidder has proposed to supply finished goods, procured directly /indirectly from the vendors from the countries sharing land border with India, such vendors will be required to be registered with the Competent Authority.*
iii) *Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, are exempted from the requirement of registration as mandated under Government Order No: FD 455 Exp-12/2020, Bengaluru, dated: 28.08.2020.*

ANNEXURE - XVIII

(On Bank Letter Head Only)

Format of BANKER'S CERTIFICATE/Line of Credit Letter (To be issued in letter head of Bank Branch)

Reference
Number(Sl.No.) Place:
Date:
To
[Name and Address of the beneficiary]

This is to certify that Mr./ M/s.....[name of the customer] having his/ their registered/ administrative office at ..... is a customer of our Bank and is/ are engaged in .....[nature of activity]. If the said customer is allotted/awarded with ..... (Brief details of works), we may extend credit facilities upto Rs.....Lakh, to meet his/their working capital requirements towards execution of the said work order as per the Loan Policy of the Bank.

This certificate is valid upto three months from the date of issue,that is upto dd/mm/yy.

Yours

Faithfully

Sd/-
Branch Manger
Name of the
Bank
Address:.....

SECTION 5

CONDITIONS OF CONTRACT

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SECTION 5 - CONDITIONS OF CONTRACT

A. General

1. Definitions:

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause No. 38 hereunder.

Commissioning for Electrical Equipment shall mean Charging the Transmission Line/Station, Transmission Line and Station (as defined in scope of work) at Rated Voltage after Completion of Erection, Testing and Completion of Pre-Commissioning checks.

The **Contract** means the Agreement entered into between Owner and Contractor as per the Contract Agreement signed by the Parties including all attachments and appendices there to and all Documents incorporated by reference therein.

The **Contract Data** defines the documents and other information which comprise the Contract.

Contractor shall mean the **Tenderer/Bidder** whose Tender will be accepted by the Employer for the Award of the Works and shall include such successful Tenderer's Legal Representatives, Successors and Permitted Assigns.

The **Contractor's Tender** is the completed Tender document submitted/uploaded by the Contractor to the Employer.

The term **Contract Price** shall mean the lump-sum price including all taxes, duties and levies comprised of Unit Price quoted by the Contractor in his tender with additions and/or deletions as may be agreed and incorporated in the Letter of Intent to Award the Contract, for the entire scope of the works.

Month shall mean the Calendar Month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean Calendar Day or Days of 24 Hours each.

'**A Week'** shall mean continuous period of Seven (7) Days.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability/Guarantee period** is the period named in the Contract Data and calculated from the Commissioning Date which shall mean the period during which the Contractor shall remain liable for Repair or Replacement of any defective Part of the Works performed under the Contract.

The **Employer /Owner** is the party who will employ the Contractor to carry out the Works and shall mean BDA, the Bangalore Development Authority (BDA) and shall include their Legal Representatives, Successors and Assigns.

The terms **Equipments** 'Stores' and 'Materials' shall mean and include

Equipment, Stores
and Materials to be provided by the Contractor under the Contract.

The **Intended Commissioning Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Commissioning Date is specified in the Contract Data. The Intended Commissioning Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Variation** is an instruction given by the Employer which varies the Works.

Bidder/Tenderer shall mean Prime bidder or Lead bidder or Contractor or Consortium/Joint Venture partner as the case may be.

'Consulting Engineer' shall mean any Firm or Persons duly appointed as such from time to time by the Owner.

The terms '**Equipments' 'Stores' and 'Materials'** shall mean and include Equipment, Stores and Materials to be provided by the Contractor under the Contract.

The terms '**Owner Supplied Equipment's/Materials'** shall mean and include Equipment/Materials to be provided by the Owner (BDA) under the Contract.

'Works' shall mean and include supplying of Equipment/Material in the Scope of the Contractor and extending all Services, as per the Specifications and Complete Erection, Testing and Putting into Satisfactory Operation (including Owner Supplied Equipment's/ Materials) including all Transportation, Handling, Unloading and Storage at the Site as defined in the Contract.

The Works are what the Contract requires the Contractor to construct, install, Commission and turn over to the Employer, as defined in the Contract Data.

'Specifications' shall mean the Specifications and Bidding Document forming a Part of the Contract and such other Schedules and Drawings as may be mutually agreed upon.

'Site' shall mean and include the Land and other places on, into or through which the Works and the related facilities are to be Erected or Installed and any adjacent Land, Paths, Street or Reservoir which may be allocated or used by the Owner or Contractor in the Performance of the Contract.

The term **'Equipment/ Material Portion'** of the Contract Price shall mean the Total Value of the Equipment's including Freight & Insurance with all types of applicable Taxes such as CGST, SGST, IGST, UTGST, Duties, Cass if any, etc. The Term 'Erection Portion' of the Contract Price shall mean the Value of Field Activities of the Works including Erection, Testing and Putting into Satisfactory Operation including Successful Completion of Performance and Guarantee Tests to be performed at Site by the Contractor including Cost of Insurances.

'**Manufacturer's Works'** or **'Contractor's Works'**, shall mean the place of Work used by the Contractor, their Collaborators/ Associate or Sub-Contractors for the Performance of the Contract.

'Inspector' shall mean the Owner or any Persons nominated by the Owner from time to time, to inspect the Equipment, Stores or Works under the Contract and/or the duly Authorized Representative of the Owner.

'Notice of Award of Contract'/'Letter of Intent to Award the Contract shall mean the Official Notice issued by the Owner notifying the Contractor that his Bid has been accepted.

'**Date of Contract**' shall mean the date on which Notice of Award of Contract/ Letter of Intent to Award the Contract has been issued.

'Writing' shall include any Manuscript, Type Written, Computer Generated or Printed Statement, under or over Signature and/or Seal, as the case may be.

When the words **'Approved', Subject to Approval', Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', Where Directed', 'When Directed', 'Determined by, 'Accepted', 'Permitted'**, or Words and Phrases of like importance are used, the Approval, Judgment, Direction etc is understood to be a function of the **Owner/Engineer.**

'Test on Completion' shall mean such Tests as prescribed in the Contract to be performed by the Contractor before the Work is taken over by the Owner.

'Start up' shall mean the time period required to bring the Equipment covered under the Contract from an Inactive Condition, when construction is essentially complete, to the state ready for Trial Operation. The Start Up Period shall include preliminary Inspection and Checkout of Equipment and Supporting Sub-System, Initial Operation of the Complete Equipment covered under the Contract to obtain necessary Pre-Trial Operation Data, perform Calibration and Corrective action, Shut Down, Inspection and adjustment prior to the Trial Operation period.

'Initial Operation' shall mean the first Integral Operation of the Complete Equipment covered under the Contract (Including Owner Supplied) with the Sub-System and Supporting Equipment in Service or available for Service.

'**Trial Operation**', **'Reliability Test', 'Trial Run', 'Completion Test',** shall mean the extended Period of Time after the Start up period. During this Trial Operation Period, the Unit shall be Operated over the Full Load Range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.

'Performance and Guarantee Test 'shall mean all Operational checks and Tests required to determine and demonstrate Capacity, Efficiency, and Operating Characteristics as specified in the Contract Documents.

The term **'Final Acceptance/Taking Over'** shall mean the Owner's written acceptance of the Works performed under the Contract, after successful Commissioning/Completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specification or other-wise agreed in the Contract.

'Guarantee Period'/'Maintenance Period' shall mean the period during which the Contractor shall remain liable for Repair or Replacement of any defective Part of the Works performed under the Contract.

'Latent Defects' shall mean such defects caused by faulty Design, Material or Workmanship which cannot be detected during Inspection, testing etc. based on the Technology available for carrying out such Tests.

'Drawing', 'Plans' shall mean all:

a) Drawings furnished by the Owner/ Consultant as a basis for Bid/ Proposals.

b) Supplementary Drawings furnished by the Owner/ Consultant to clarify and to define in greater detail the intent of the Contract.

c) Drawings submitted by the Contractor with his Bid, provided such Drawings are acceptable to the Owner/ Consultant.

d) Drawings furnished by the Owner/ Consultant to the Contractor during the progress of the Work; and

e) Engineering Data and Drawings submitted by the Contractor during the progress of the Work provided such Drawings are acceptable to the Owner/Consultant.

'Codes' shall mean the following, but not limited to, including the latest Amendments, and/or Replacements if any:

a. Indian Electricity Act, 2003 for further codes and Rules and Regulations made there under.
b. Indian Factory Act, 1948, and Rules and Regulations made thereunder.
c. Indian Explosive Act, 1884, and Rules and Regulations made thereunder.
d. Indian Petroleum Act, 1934, and Rules and Regulations made there under.
e. A.S.M.E. Test Codes.
f. A.I.E.E. Test Codes.
g. American Society of Materials Testing Codes.
h. Standards of the Indian Standards Institution.
i. Other Internationally Approved Standards and/or Rules and Regulations touching the subject Matter of the Contract.

Words imparting the **Singular only** shall also include the **Plural** and vice-versa where the Context so requires.

Words imparting '**Persons'** shall include Firms, Companies, Corporation and Associations or Bodies of individuals, whether incorporated or not.

"Bidding Documents": Means IFT, ITT, CC, SCC, Contract Data, Specification, Drawings, Bill of Quantities, Annexures and all other sections of tender documents including Amendments/Clarifications.

"Tests on Completion": Means the Tests that are prescribed in the Bidding Documents to be made before Materials are accepted by the Owner.

"Destination": Means the Location where the Goods are specified to be delivered and where they will be accepted by the Owner.

Engineer shall mean the Officer appointed in writing by the Owner to act as Engineer from time to time for the purposes of the Contract.

Engineer means The Executive Engineer, Ele, Electrical Division, BDA, in whose Jurisdiction these Works are involved.

'Engineer's Representative: Mean,

1) Executive Engineers, Elecl., Electrical Division BDA.
2) Assistant Executive Engineers, Elecl., Electrical Sub Division BDA.
3) Assistant Engineers, Elecl., Electrical Sub Division BDA

The Term '**Services'** means Services Ancillary to the Supply of Goods such as Port Clearance, Transportation and Insurance and any other Incidental Services, such as Civil, Structural and Architectural Works, Erection, Testing and Commissioning and other such obligation of the Contractor covered under the Contract.

'All Equipment and **Materials'** to be supplied shall also mean 'Goods'.

'Constructed' shall also mean 'Erected and Installed'.

"**Contract Agreement"** means the document recording the terms of the Contract between the Owner and the Contractor.

"**Government"** means the Government of India / Government of Karnataka.

“Freak Rate”: The unit rate of an item over and above 25% of the Schedule of Rates applicable at the time of according approval to award of contract is defined as “Freak Rate”.

Terms and expressions not herein defined shall have the same meanings as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof if any.

'Corrupt practice' means the offering, giving receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

‘**Transfer of Technology’** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how , skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department of promotion of Industry and Internal Trade, Government of India and the interpretation of the Committee shall be final).

2. Interpretation:

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 **Contract Documents:**

2.2.1 The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract:

1) Detailed Work Award
2) Agreement
3) Letter of acceptance to Award the Contract, notice to proceed with the works) and any agreed variations of the Conditions of the Documents and Special Terms and Conditions of Contract, if any
4) Contractor’s Tender and the Documents attached thereto including the Letters of Clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy
5) Contract Data
6) Invitations for Tender, Instructions to Tenderers, Conditions of Contract, Special Conditions of Contract, Contractors Bid Proposal Sheets
7) Specifications of the Equipment/ Material to be furnished and Erected under the Contract as brought out in the accompanying Technical Specifications and Data Requirement Sheets.

8) Drawings
9) All the Materials, Literature, Data and Information of any sort given by the Contractor along with his Bid, subject to the approval of the Owner
10) Any other document listed in the Contract as forming part of the Contract.

2.2.2 In the event of any conflict between the above mentioned Documents, the matter shall be referred to the Engineer whose decision shall be considered as final and binding upon the Parties.

2.2.3 All the relevant Information/Material furnished by the Contractor such as Specifications of Material/Equipment, Design, Literature, Drawings or any other Data during the course of Contract will become the Property of the Owner and Owner will have full rights to use the same elsewhere.

2.3 **Use of Contract Documents and Information:**

2.3.1 The Contractor shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any Specification, Plan, Drawing, Pattern, Sample or Information furnished by or on behalf of the Owner in connection therewith, to any Persons other than a Person employed by the Contractor in the Performance of the Contract. Disclosure to any such employed Persons shall be made in confidence and shall extend only so far, as may be necessary for purposes of such Performance.

2.3.2 The Contractor shall not, without the Owner's prior written consent, make use of any Document or information enumerated in various Contract Documents except for purpose of performing the Contract.

2.3.3 The Contractor shall not communicate or use in Advertising, Publicity, Sales Releases or in any other Medium, Photographs or other reproduction of the Works under this Contract, or descriptions of the Site, Dimensions, Quantity, Quality or other information, concerning the Works unless prior written permission has been obtained from the Owner.

2.3.4 Any Document, other than the Contract itself, enumerated in various Contract Documents, shall remain the property of the Owner and shall be returned (in all copies) to the Owner on Completion of the Contractor's Performance under the Contract, if so required by the Owner.

2.4 **Standards:**

The Goods supplied under this Contract shall conform to the Standards mentioned in the Technical Specification, and, when no applicable Standard is mentioned, to the authoritative Standard appropriate to the Goods and such Standards shall be the latest issued by the concerned Institution.

3. Law Governing Contract:

3.1 The Law Governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

The laws applicable to the Contract shall be the laws in force in India. The Courts of Bangalore shall have exclusive jurisdiction in all matters arising under this Contract.

The Contractor shall comply with the laws of the country of manufacture concerning the manufacture of the Goods and the laws of India where the same is to be supplied/utilized.

3.2 **Enforcement of terms:**

The failure of either Party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either Party of any of its rights herein shall not

preclude or prejudice either Party from exercising the same or any other right it may have under the Contract.

4. Employer's Decisions:

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation:

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications:

6.1 Communications between parties which are referred to in the conditions are effective only when in writing/e-mail. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting: Deleted

8. Other Contractors:

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel:

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BDA/GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks:

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks:

11.1 The Employer is responsible for the excepted risks which are:

a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor arising from the conduct of the Works; or

b) a cause due solely to the design of the Works, other than the Contractor's design; or

c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

i) Could not have reasonably foreseen; or

ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's Risks:

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:

a) For loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

b) For liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

c) For liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

13.6 The Contractor at his Cost shall arrange, secure and maintain all Insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils detailed herein. The form and the limit of such Insurance as defined herein together with the under-writer in each case shall be acceptable to the Owner. However, irrespective of such acceptance, the responsibility to Maintain Adequate Insurance Coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his Contractual responsibilities and obligations. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all Insurance covers. Further the Insurance should be in freely convertible Currency.*

13.7 Any loss or Damage to the Equipment during handling, transportation, Storage, Erection, putting into Satisfactory Operation and all activities to be performed till the successful Completion of Commissioning of the Equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all Claims and make good the

Damages or loss by way of repairs and/or replacement of the Equipment, Damaged or lost. The transfer to title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copies of all Insurance policies and Documents taken out by him in pursuance of the Contract. Such copies of Documents shall be submitted to

the Owner immediately after such Insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) Days in advance regarding the expiry/cancellation and/or change in any of such Documents and ensure revalidation, renewal etc. as may be necessary well in time.*

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*Incorporated as per Energy Department Letter No. ENERGY/VSC/30/2023 Dated 17.03.2023 and Finance Department Letter No.FD63EXP-1/2023 Dated14.03.2023.

13.8 The perils required to be covered under the Insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (Erection risks) Workman compensation risks, loss or Damage in transit, theft, pilferage, riot and strikes and malicious Damages, civil commotion, weather conditions, accidents of all kinds, etc. The Scope of such Insurance shall be adequate to cover the Replacement/ Reinstatement Cost of the Equipment for all risks up to and including delivery of Goods and other Costs till the Equipment is delivered at Site. The Insurance policies to be taken should be on replacement value basis and/or incorporating escalation Clause. Notwithstanding the extent of Insurance cover and the amount of Claim available from the underwriters, the Contractor shall be liable to make good the full replacement/ rectification value of all Equipment/Materials and to ensure their availability as per Project requirements.*

13.9 All Costs on account of Insurance liabilities covered under the Contract will be on Contactor's account and will be included in Contract Price. However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the Insurance coverage, risks and in such a case, the Parties to the Contract will agree for a mutual settlement, for reduction in Contract Price to the extent of reduced Premium amount. The Contractor, while arranging the Insurance shall ensure to obtain all discounts on Premium that may be available for higher Volume or for reason of financing arrangement of the Project.*

13.10 All the Equipment and Materials being supplied by the Contractor for the package shall be kept completely insured by the Contractor at his Cost from the time of dispatch from their Works, up to the Completion of Erection Testing and Commissioning at Site and taking over of the Substation, Terminal bay, UG cables and Transmission Lines by the Owner in accordance with the Contract.*

13.11 Further, all the equipment and materials being supplied by the Owner for the erection of Sub-Station, transmission lines, UG cables & their accessories, shall also be kept insured by the Contractor for replacement/ reinstatement value against loss, damage, theft, pilferage, fire etc. for the complete period of storage, erection and commissioning up to the time of taking over the Sub-Station and transmission lines, UG cable & their accessories, by the Owner. The premium paid to the insurance company by the Contractor for such insurance shall be reimbursed by the Owner to the

Contractor at actuals against documentary proof to be furnished by the Contractor. The Contractor shall obtain competitive quotations for such insurance and shall take prior approval from the Owner before taking the insurance.*

It will be the responsibility of the Contractor to lodge, pursue and settle all claims (for all the equipment and materials including Owner supplied items) with the Insurance Company and the Owner shall be kept informed about it. The Contractor shall replace the lost/damaged goods promptly irrespective of the settlement of the claims by the underwriters and ensure that the work progress is as per agreed schedules. The losses, if any, in such replacement will have to be borne by the Contractor.

13.12 The Clause entitled 'Insurance' under the Section Erection Conditions of Contract-ECC covers the additional Insurance requirements for the portion of the Works to be performed at the Site.*

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*Incorporated as per Energy Department Letter No. ENERGY/VSC/30/2023 Dated 17.03.2023 and Finance Department Letter No.FD63EXP-1/2023 Dated14.03.2023.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall refer site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer. However,

the bidders are advised to compulsorily carry out the walk over survey/route inspection to familiarize with the work before quoting.

15. Queries about the Contract Data:

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to Construct the Works:

16.1 The Contractor shall execute the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date:

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Commissioning Date. The Start Date of work is the Date of Letter of Intent to Award the Contract.

17.2 **WORK SCHEDULE:***

17.2.1 The Time and the Date of Completion of the Contract as stipulated in the Contract by the Owner with or without modifications, if any, and so incorporated in the Letter of Award/Letter of Intent (as applicable), shall be deemed to be the essence of the Contract. The Contractor shall so organise his resources and perform his Work as to complete it not later than the date agreed to.

17.2.2 The Contractor shall submit a detailed **Activity Chart acceptable to the owner (**The Executive Engineer, Elecy., Electrical Division, BDA, in whose Jurisdiction these Works are involved), within the time frame agreed, consisting of adequate number of activities covering various key Phases of the Work such as Design, Drawings, Procurement, Manufacturing, Shipment, Receiving of the Owner Supplied Equipment’s (if any), and Field Erection

activities within Seven (7) days of the date of Notice of Award of Contract. The Engineer in charge of the work (The Executive Engineer, Elecy., Electrical Division, BDA, in whose Jurisdiction these Works are involved) shall submit the approved Activity Chart to Executive Engineer, Elecy., Electrical Division Section within Thirty (30) days from the date of Letter of Intent to Award the Contract.

This Network shall also indicate the Interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the **Chart** so submitted with the Owner and the agreed **Chart** shall form part of the Contract Documents. During the Performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, Suitable changes shall be made in the Contractor's Operations to ensure proper progress without any Cost implication to the Owner. The Interface Facilities to be provided by the Owner in accordance with the agreed **Chart** shall also be reviewed while reviewing the progress of the Contract.

NOTE: However, the Owner reserves the right to revise the Activity chart in consultation with the successful Bidder & Executive Engineer, (Elec)., Electrical Division in case of early progress of the work w.r.t the approved Activity chart by the Turnkey Agency for early completion of work.

17.2.3 Based on the above-agreed Activity Chart, fortnightly reports shall be submitted by the Contractor as directed by the Engineer.

17.2.4 Subsequent to the, finalization of the Chart, the Contractor shall make available to the Engineer a detailed Manufacturing Program, in line with the agreed Contract Activity Chart. Such Manufacturing Program shall be reviewed, updated and submitted to the Engineer once every two Months thereafter.

17.2.5 The Bidder shall include in this **Work Schedule** his program for furnishing Designs, Testing, Supply of Materials (in his Scope), when the Owner Supplied Equipment's to be provided (if any) and Erecting the Equipment's and Commissioning covered in the Bid Documents. The Program shall be in the form of **Activity Chart** identifying Key Phases in various areas of the total Works like procurement of Materials and Bought Out items, Testing, Manufacture, deliveries and Field activities. The **Activity Chart** shall confirm to the following Scheduled Commissioning Period reckoned from the Date of Letter of Award/Letter of Intent (as applicable):

"COMMISSIONING PERIOD IS EIGHTEEN MONTHS (18) FROM THE DATE OF LETTER OF INTENT TO AWARD THE CONTRACT INCLUDING MONSOON PERIOD"

While preparing the above mentioned Activity Chart, the Contractor may take guidance from the Tentative Dates of various activities indicated in the Technical Specification. The Owner has no objection to modify the intermittent activities without affecting the Final Completion Schedule. However, all the Schedules shall be approved by the Owner.

This **Activity Chart** will be discussed and agreed to before the Award of Contract. It may be required by the Owner to revise the periods indicated above based on the interface requirements of the Project. Such revisions, if made, will be finalized before the Award of Contract. The provisions of Clauses 41.0 and 49.7 Conditions of Contract-CC regarding **Penalty** leviable for delays shall become effective after the dates mentioned above.

17.2.6 After the Award of the Contract, the Contractor Shall Plan the sequence of Work of Manufacture and Erection to meet the dates stated above and shall ensure that all Work / Manufacture, shop Testing and dispatch of the Equipment and Materials is in accordance with the required Construction / Erection sequence.

17.2.7 The provisions of **Penalty** leviable in case of delay in Completion shall become effective after the periods mentioned above for successful Completion of Testing and Commissioning.

17.2.8 Within one Month of Notification of Award, the Contractor shall submit for review and approval, detailed Network Schedules based on **Activity Chart** (mutually agreed by the Owner and Contractor) to the Engineer showing the logic and duration of activities in the following areas:

a) Detailed Engineering, Procurement (including Bought Out Items and Raw Materials), Manufacture, Shop Inspection, Testing, Dispatch and Receipt at Site in case of Equipment's/Materials in the Scope of the Contractor.

b) Detailed Erection and Commissioning activities covering the complete Scope of Work.

c) Inputs required from Owner (including handing over of Owner Supplied Equipment's/Materials to the Contractor) for smooth and timely execution of Contract and also major details / information to be submitted by Contractor for further related Engineering to be done by Owner/ Consultant. These are to be identified in the Net Work based on details finalized during pre- Award discussions.

After approval of the Activity Chart, the Contractor shall submit one reproducible of the Activity Chart as well as detailed Network with sufficient Nos. of prints as desired by Owner.

17.2.9 Detailed Erection and Commissioning Program including Pre-Erection activities covering Manpower deployment, Tools and Plants Mobilization etc., shall be submitted by Contractor within suitable time as agreed to during Pre- Award discussions.

17.2.10 Detailed Drawing Schedule based on Programs referred above shall be submitted by the Contractor within 15 days' time from the notification of Award, in the format to be specified by the Owner.

17.2.11 Detailed Cash flow in accordance with Terms of Payment and in line with agreed Work Schedule should be submitted within Thirty (30) days after the Award.

17.2.12 The Contractor shall submit to the Engineer, his manufacturing and Delivery Schedules for all Equipment's, within Thirty days (30 days) from the Notification of Award. Such Schedules shall be in line with the detailed Network for all phases of the Work of the Contract. Such Schedules shall be reviewed, up-dated and submitted to the Engineer by the Contractor, once in every two Months thereafter, only for the purpose of Progress Monitoring. Schedules shall also include the Materials and Equipment purchased from outside Suppliers.

17.2.13 The Contractor shall submit to the Owner/Engineer the detailed Bill of Materials, within **45 days** of the Notification of Award. Additions / deletions to the Bill of Materials, during detailed Engineering will also be incorporated in the Bill of Materials within 2 weeks of the approval of the Drawings, if such approval of Drawings necessitates the change.

17.2.14 Within one week of approval of the **Activity Chart**, the Contractor shall forward to the Engineer copies of the Computer Run Data if it be so required. The type of output and number of copies of each type to be supplied by the Contractor shall be determined by the Engineer.

17.2.15 The **Activity Chart** shall be updated at a frequency mutually agreed upon for the purpose of Monitoring. However, for the purpose of identification of Contractors Contractual liability, the agreed **Activity Chart** referred in Clause 17.2.5 shall only be applicable. Monthly review of the Progress and identification of necessary Corrective actions as may be desired by the Engineer. The Meeting will be attended by the Engineer or his authorized Representatives and such responsible Representatives of the Contractor as may be considered necessary by the Engineer. Such Meeting shall be attended by the Contractor's Representatives at the Contractor's own Cost. The Contractor shall be responsible for recording the proceeding of the Meeting(s), a report of which shall reach the Owner or the Engineer not later than seven (7) days after the Meeting (s).

17.2.16 Access to the Contractor's and Sub-Vendor's/ Sub - Contractor's Work shall be granted to the Engineer at all reasonable times for the purpose of ascertaining the Progress.

17.2.17 During execution of the Contract / Manufacture/ Erection / Commissioning, the Contractor shall furnish fortnightly Progress Reports to the Engineer in a Format to be specified by the Engineer indicating the Progress up to the Month as against Scheduled and Anticipated Completion Dates in respect of Activities covered in Programs/ Schedules referred above. If called for by the Engineer, the Contractor shall also furnish to the Engineer Resources Data in the specified Format(s), and Time Schedule(s). The Contractor shall also furnish any other information necessary to ascertain Progress, if called for by the Engineer.

17.3 **Effectiveness of Contract:**
The Contract shall be considered as having come into force from the date of the Notification of **Letter of Award/Letter of Intent** (as applicable) unless otherwise provided in the Notification of Award.

17.4 Completion of Contract:
Unless otherwise terminated under the provisions of any other relevant

Clause, this Contract shall be deemed to have been completed on the expiry of the Guarantee Period as provided for under the Clause No: 10.0 of SCC.

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*Incorporated as per Energy Department Letter No. ENERGY/VSC/30/2023 Dated 17.03.2023 and Finance Department Letter No.FD63EXP-1/2023 Dated14.03.2023.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the Works, are subject to prior approval by the Employer before their use.

19. Safety:

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries:

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site:

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data, the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site:

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/ fabricated/assembled for the works.

23. Instructions:

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for Resolution of Disputes/ Settlement of disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program/Activity chart:

25.1 Within the time stated in the Contract Data, the contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all the activities in the works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time for approval. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Commissioning Date:

26.1 The Employer shall extend the Intended Commissioning Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Commissioning to be achieved by the Intended Commissioning Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Commissioning Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer:

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management Meetings:

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying Defects:

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer

considers may have a Defect.

30. Tests:

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of Defects:

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins after successful Commissioning and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect
within the length of time specified by the Employer's notice.

32. Uncorrected Defects:

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ):

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate as per terms & conditions of the Contract.

34. Variations:

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ)/ Work Award;
b) Omit any item of work;
c) Change the character or quality or kind of any item of work;
d) Change the levels, lines, positions and dimensions of any part of the work;
e) Execute additional items of work of any kind necessary for the completion of the works; and
f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ/Work Award so long as the work executed conforms to the approved drawings/Designs.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within **30 days**, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any**. Further, approval of Competent Authority has to be obtained for the variation as per rules of BDA**.

34.5 No Alterations, Additions, Amendments, Omissions, Suspensions or Variations of the Works (hereinafter referred to as '**Variation'**) under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers, subject to the provisions hereinafter contained, from time to time, during the execution of the Contract, to issue Notice in writing to instruct the Contractor to make such Variation without prejudice to the Contract. The Contractor shall carry out such Variation and be bound by the same conditions as far as applicable as though the said Variations occurred in the Contract Documents. If any suggested Variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or Guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and Guarantees shall be modified to such an extent as may be

mutually agreed to. Any difference in Cost occasioned by any such variation shall be added to, or reduced from the Contract Price as the case may be.

34.6 In the event of Engineer requiring any Variation, a reasonable and proper Notice shall be given to the Contractor to enable him to Work his arrangement accordingly, and in cases where Goods or Materials are already prepared or any Design, Drawings or Pattern made or Work done requires to be altered, a reasonable and agreed Sum in respect thereof shall be paid to the Contractor.*

34.7 In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the Alterations or Additions or Substitute which either then or later on, will, in the opinion of the Contractor, involve a Claim for additional Payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for the Payment of any charges in respect of any such Variations, unless the instructions for the Performance of the same shall be confirmed in writing by the Engineer.*

34.8 If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.*

34.9 In all the above cases, in the event of a disagreement as to the reasonableness of the said Sum, the decision of the Engineer shall prevail.*

34.10 Notwithstanding anything stated above in this Clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the Quantities of the items or groups of items in accordance with the provision of Clause entitled 'Change of Quantity' in clause 35 of Section CC. The Contractor shall carry out such Variations

and be bound by the same conditions as though the said variations occurred in the contract documents, however the contract price shall be adjusted in accordance with clause 35 of CC.*

34.11 The Contract Price for (i) items for which quantities have been indicated as lumpsum/lot/set and (ii) items for which quantities were to be estimated by the Bidder, including additional items [falling under (i) and/or (ii)] considered necessary by the Bidder for successful completion of the works as per Technical Specification and indicated by him in his Bid shall remain constant unless there is change made in the Scope of Work by the Owner. The quantities and unit prices (a) subsequently arrived while approving the Bill of Quantities (BOQ)/ Billing break-up of lumpsum/lot/set quantities and/or (b) quantities estimated by the Bidder/Contractor shall be for on account payment purpose only. In case additional quantities, over and above the quantities in BOQ/Billing Break-up and or estimated by the Bidder/Contractor, are required for the successful completion of the scope of work as per Technical Specification, the Contractor shall execute additional quantities of these items for which no additional payment shall be made over and above the lumpsum Contract Price.*

In case quantities of these items supplied at site are in excess of that required for successful completion of scope of work, such additional quantities shall be property of the Contractor and they shall be allowed to take back the same from the site for which **no payment will be made for such excess quantities. Further, in case actual requirement of quantities for successful completion of scope of work is less than the quantities identified in the approved BOQ/billing break up and/or estimated by the Bidder/ Contractor, the payment shall be made for the actual quantities utilized for successful completion of the project**. It shall be the responsibility of the Bidder to pay all statutory **taxes**, duties and levies to the concerned authorities for such surplus material which would otherwise have been, lawfully payable. The Bidders shall submit an indemnity

bond to keep BDA harmless from any liability before release of such material to the Bidder by BDA.

35. Payments for Variations/ Change of Quantity:

35.1 * Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

During Freak:

Paid at unit rate quoted for DWA(Detailed Work Award) quantities and for quantities exceeding DWA quantities paid at Rate SR+/- the tender premium at the time of award or the unit rates awarded whichever is less.

35.2 *For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

During Freak:

Paid at unit rate quoted for DWA quantities and for quantities exceeding DWA quantities paid at Rate SR+/- the tender premium at the time of award or the unit rates awarded whichever is less.

For both Electrical (Supply, Erection) and Civil Works:

During the execution of the Contract, the Owner reserves the right to

increase the Quantities of items **& Payment shall be as detailed below:**

A. <u>During non-freak rates:</u>

1) Payment for increase in the quantities of an item in the BOQ **up to 25%** of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.
2) For quantities in **excess of 125%** of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) **plus or minus** the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

B. <u>During freak rates (For both Electrical and Civil works):</u>

During the execution of the Contract, the Owner reserves the right to increase the Quantities of items without any ceiling limit under the Contract without any change in other terms and conditions of the contract except the unit rate of such freak item.

The unit rate applicable shall be as detailed below:

(1) For DWA (awarded) quantities, the contact shall be paid/admitted at unit rate quoted (or as awarded) by the Bidder.
(2) For quantities exceeding DWA (awarded) quantities, without any ceiling limit, the contractor shall be paid/admitted at the rate entered in the Major Works Scheduled of Rates (SR) (applicable at the time of according approval to award of contract) plus or minus the overall percentage of the original tendered rates over the updated estimate cost prevalent at the time of according approval to award of contract OR the unit rate quoted (or as awarded) by the Bidder as the case maybe, whichever is lower.

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*Incorporated as per Energy Department Letter No. ENERGY/VSC/30/2023 Dated 17.03.2023 and Finance Department Letter No.FD63EXP-1/2023 Dated14.03.2023.

Note: <u>Freak rate shall be determined based on the following:</u>

1. <u>Schedule of Rates (SR) for supply portion</u> includes KPTCL Major Works Schedule of Rates or updated Major Works Schedule of Rates updated as per IEEMA/ CACMAI and including all loading factors as per component abstract, as applicable at the time of according approval to award of contract.

   Note: For materials which are not covered in BDA MWSR, the SR at the time of award shall be the same as DPR rates (approved rates) considered while arriving at the amount put to tender.

2. <u>Schedule of Rates (SR) for erection portion includes</u> BDA Major Works Schedule of Rates including all loading factors as per component abstract as applicable at the time of according approval to award of contract.

   Note: For materials which are not covered in BDA MWSR, the SR at the time of award shall be the same as DPR rates (approved rates) considered while arriving at the amount put to tender.

3. **<u>Schedule of Rates (SR)</u>** for **<u>Civil Portion</u>** <u>includes</u> KPWD UNI SR as applicable at the time of according approval to award of contract.

Note: For materials which are not covered in KPWD UNI SR / BDA MWSR, the SR at the time of award shall be the same as DPR rates (approved rates) considered while arriving at the amount put to tender.

4. **Tender Premium (TP)** is arrived at by comparing contract amount with Updated Estimated cost arrived by computing Major Works Schedule of Rates or updated MW SR as per IEEMA/CACMAI and prevailing KPWD UNI SR and including all loading factors as per component abstract as applicable at the time of according approval to award of contract.

35.3 **Non-DWA Items for both electrical & Civil works:** Paid at KPWD/KPTCL SR or Data rates
whichever is lower without any ceiling limit.*

35.4 **Non-DWA items-For both electrical & civil works:-**
If unit rates or prices for any such changes are not available in the contract, the pricing of any such changes shall be calculated in accordance with the KPWD UNI SR/BDA schedule of rates or data rates as the case may be, whichever is lower without any ceiling limit.

The Contractor shall make use of the Materials available with the Owner as and when the Contractor is asked to do so by the Owner and the Cost of those Materials will not be paid to the Contractor.

35.5 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.6 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.7 **Deleted.**

35.8 Under no circumstances the Contractor shall suspend the work on the plea of non- settlement of rates for items falling under this Clause.

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*Incorporated as per Energy Department Letter No. ENERGY/VSC/30/2023 Dated 17.03.2023 and Finance Department Letter No.FD63EXP-1/2023 Dated14.03.2023.

35.9 The Contract Price shall accordingly be adjusted based on the Unit Rates available in the Contract for the change in Quantities as above. The base Unit Rates, as identified in the Contract shall however remain constant during the currency of the Contract, except as provided for in Clause 40 of CC.

36 Submission of Bills for Payment:

36.1 The Contractor shall submit the bills to the Employer for the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37 Payments (*Additional clauses added in clause no.8 of SCC)

37.1 Payments shall be adjusted for deductions other than recoveries in terms of contract and taxes, at source, as applicable under the law.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

37.3 Currency of Payment

All Payments under the Contract shall be in Indian Rupees only.

37.4 **Payment Schedule:**

The Contractor shall prepare and Submit to the Engineer for approval a breakup of the Contract Price. This Contract Price break-up shall be inter-linked with the agreed detailed **activity chart** of the Contractor setting forth his starting and Completion dates for the various key phases of Works prepared as per condition in Clause 17.2 of Conditions of Contract. Any Payment under the Contract shall be made only after the Contractor's Price break-up is approved by the Engineer.

37.5 **Application for Payment:**

The Contractor shall submit application for the Payment in the prescribed proforma/format of the Owner. Proforma for application for Payment is enclosed as Annexure-VI. Each of such application shall state the amount Claimed and shall set forth in detail, in the Order of the Payment Schedule, particulars of the Works including the Works executed at Site and of the Equipment shipped/brought on to the Site pursuant to the Contract up to the date mentioned in the application and for the period covered since the last preceding Certificate, if any. Every interim Payment Certificate shall certify the Contract value of the Works executed up to the date mentioned in the application for the Payment Certificate provided that no Sum shall be included in any interim Payment Certificate in respect of the Works that, according to the decision of the Engineer, does not comply with the Contract, or has been performed, at the date of Certificate prematurely.

37.6 **Mode of Payment:**

Payment due on dispatch of equipment shall be made by the Owner directly to the Contractor as per the payment schedule. The payment of the advance, test charges if any, price adjustment, any other supply payment, **all applicable CGST, SGST, IGST, UTGST, cess if any**, duties (whenever admissible) inland transportation (including port handling) and insurance in the erection portion of the works shall be made directly to the Contractor by the Owner.

All direct payment shall be made by cheque on any one of the Nationalised Banks/Scheduled Banks approved by Reserve Bank of India, in Karnataka. The bank charges involved in making the payment will be to the account of the Contractor.

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*Incorporated as per Energy Department Letter No. ENERGY/VSC/30/2023 Dated 17.03.2023 and Finance Department Letter No.FD63EXP-1/2023 Dated14.03.2023.

37.7 **Deductions from Contract Price:**

All Costs, Damages or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, will be Claimed by the Owner. All such Claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such Claims. Such Claims shall be paid by the Contractor within

thirty (30) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by actions of Law or otherwise.

38 Compensation Events:

38.1 The following are Compensation events unless they are caused by the Contractor:

a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
e) The effect on the Contractor of any of the Employer's Risks.
f) The Employer unreasonably delays issuing a Certificate of Completion.
g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Taxes:

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of all applicable taxes, duties and Levies that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:

Price Adjustment (For Civil Works):

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)

(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.

(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It would include the amount of secured advance for materials as paid for (if any) during the quarter, less the amount of the secured advance recovered during the quarter. It will exclude value for works executed under variations for which Price Adjustment (if any) will be worked out separately based on the terms mutually agreed. It will also exclude the value of work done during the quarter which was programed to be done prior to this quarter as per the work schedule in the agreement.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

Price Adjustment (For Electrical Works):*

40.3 The Prices shall be *FIRM for supply of the Gas Insulated Switch Gear Modules, Hybrid SF6 Gas Insulated Switch Gear/ Outdoor type-SF6 Gas insulated metal enclosed Switchgear (GIS) with SF6 to Air Bushing along with the Spares, HTLS/HPC Conductor Hardware & Accessories and Monopoles.*

For other Equipment's/materials, the Price shall be quoted on VARIABLE basis in accordance with clause 40.4 & 40.5 of CC.

40.4 Prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract to reflect changes in the cost of labour and material components in accordance with the Clause 40.5 of CC.

Own Manufactured Item: The items quoted in the tender which are manufactured by the bidder /Consortium/Joint Venture partner and declared in the appropriate schedule of the tender.

Bought Out Item: The items quoted in the tender which are not manufactured by the bidder/Consortium/Joint Venture partner but bought from other agencies /firms and declared in the appropriate schedule of the tender.

40.5 The Prices, only for the following items, quoted by the Bidder which are **"Own manufactured" shall be VARIABLE** in accordance with the relevant IEEMA/CACMAI price variation formula and indices without ceiling during the contractual period. Price Variation is not admissible for other Items.

The base date applicable for Price Variation is one month prior to the last date of Bid Submission date as notified (either original or extended) as per IEEMA/ CACMAI Circulars:

I. Equipment/Materials:
   1) Power Transformers
   2) 11kV Switchgears
   3) Conductors & Ground Wires.
   4) Lightning Arresters.
   5) Transformer Oil.
   6) Tower Parts, equipment mounting/Station Structures.
   7) Control Cables.
   8) HT/EHV UG Cables

9) Conductor Hardware.
10) Battery & Battery Chargers.
11) Instrument Transformers.
12) Insulators
13) Transmission line Towers & Accessories
14) Circuit Breakers.

II. In respect above Electrical goods covered under works contract / procurement shall be in accordance with the relevant IEEMA / CACMAI Price Variation formulae and indices.

III. In respect of Turnkey Projects involving Erection Portion shall be as per relevant Formulae as evolved by IEEMA. Price Variation towards Civil works shall be as per Annexure to G.O. no. FD 59 PROCELL 2004 Bengaluru 26.11.2004 (For Civil Work Items- The price variation shall be as per prevailing clauses in KW-4 Standard Bid Documents)

40.6 The quoted Prices for all the remaining items shall remain fixed during the Performance of the Contract and shall not be subject to variation on any account save for change in quantity.

Note: i) Quoted price is Ex-Works price (excluding F&I charges of 2% (Two), Taxes and Duties)

ii) While computing price variation for supply of material / equipment, Freight & Insurance charges at 2% shall be deducted from the awarded base price / ex- works price.

40.7 Price variation shall be admitted in accordance with the IEEMA formula till the actual date of supply or contracted date of supply (including any agreed extension thereto) whichever is earlier. However, no Price variation shall be admissible beyond the contracted date of supply. i.e, price variation shall be limited to the contracted delivery date. However, If the price adjustment amount works out to be positive, the same is payable to the Contractor by the Owner and if it works out to be negative, the same is to be recovered by the Owner from the Contractor.

40.8 A Bid submitted with deviation to Clause no. 40 of CC shall be treated as Non-responsive and rejected summarily.

41. Penalty:

41.1 The Contractor shall pay Penalty to the Employer at the rate per day stated in clause no.
41.3 that the Commissioning Date is later than the Intended Commissioning Date (for the whole of the works or the milestone/stages as stated in approved Activity chart). The total amount of Penalty shall not exceed the amount as in clause no. 41.3.5. The Employer may deduct Penalty from payments due to the Contractor. Payment of Penalty does not affect the Contractor's liabilities.

41.2 If the Intended Commissioning Date is extended after Penalty have been paid, the Employer shall correct any overpayment of Penalty by the Contractor by adjusting the next payment of bill.

41.3 **PENALTY FOR DELAY IN COMPLETION:**

41.3.1 The Bidder shall clearly note that time is the essence of the Contract and the Substation, Terminal Bay, Transmission Lines & UG cable Transmission lines shall be completed within the Time frame specified in Clause No.17 of Conditions of Contract and hence no time extension shall be allowed on any account.

*Incorporated as per Energy Department Letter No. ENERGY/VSC/30/2023 Dated 17.03.2023 and Finance Department Letter No.FD63EXP-1/2023 Dated14.03.2023.

41.3.2 If the Contractor fails to successfully complete the Commissioning within the time fixed under the Contract, the Contractor shall pay to the Owner as Penalty, a Sum specified for each specified period of Delay. Equipment and Materials will be deemed to have been delivered only when all its Components, Parts are also delivered. If certain Components are not delivered in time, the Equipment and Materials will be considered as delayed until such time the missing Parts are also delivered. The total amount of Penalty for delay under the Contract will be subject to a maximum 10% of the Contract Price.

41.3.3 If the Contractor fails to successfully complete the trial operation in terms of the contract, within the time fixed under the contract or any extension thereof granted by the Owner by way of amendment to the notification of Award/ Contract agreement, the contractor shall pay to the owner, as Penalty in three/four (3/4) Stages as detailed below:

Substation : Completion period – **EIGHTEEN (18) Months** from the date of Letter of Intent to Award the Contract including monsoon period. (T0 is date of signing of contract)			
No. of Stages	**Activities**	**Completion period**	**Percentage of penalty**
Stage-I (T1)	Approval of Vendors for all equipments/Structures, Approval of Drawings for all equipments/ Structures, Land leveling,	**T0+3 Months**	0.1% per day subject to maximum of 10% of the value of the stage i.e. 0.1% per day of Rs..... Crores of Stage-I for the uncompleted portion of the work
	Security fencing etc., and Foundation Works for ODS, Erection of Columns for Control Room/GIS Room, Earthmat work etc., Approval of Drawing for Civil works, dismantling works if any.		shall be deducted out of running bills as penalty.

Stage-II (T2)	Supply of all Equipments (including GIS Modules, in case of GIS stations) (Excluding Power Transformer)/Erection of Gantry, Mounting Structure and Construction of Control Room/GIS Building (in case of GIS stations), Cable Ducts, Laying of Power and Control Cables etc., & other Civil Works.	**T1+7 Months**	0.1% per day subject to maximum of 10% of the value of the stage i.e. 0.1% per day of Rs..... Crores of Stage-II for the uncompleted portion of the work shall be deducted out of running bills as penalty.
Stage-III (T3)	Supply of Power Transformer. Erection of all Equipments, Wiring of C&R Panels, Illumination, Painting etc., Testing/ inspection, Commissioning and dismantling of equipments/materials, if any.	**T3+8 Months**	0.1% per day subject to maximum of 10% of the total contract value shall be deducted out of final bill i.e. the DWA amount, duly deducting the penalties already recovered during Stage-I&II for the uncompleted portion of the work If project is completed 100% in all respect as per the stipulated completion time, then penalty if any levied due to stage wise delay
			.shall be returned back without any interest to the turnkey contractor by the Jurisdictional Chief Engineer. In case the successful bidder fails to execute the supplies/ works as per the program or opinion of purchaser, the supplies/works are progressing at a slow pace, the owner reserves its right to get the balance or part of supplies/ works executed through other agencies at the risk and cost of the turnkey agencies, this is in addition to the right of the BDA to recover any damage from the contractor and also blacklisting.

In case of UG Cable works

1. UG Cable Line Works: Completion period **Eighteen (18) Months** from the date of Letter of Intent to award the contract including monsoon period. (T0 is date of signing of contract)			
Stages	Activities	Completion period	Percentage of penalty
Stage-I (T1)	Check survey, Preparation of cable route profile, approval of Vendors/GTP, approval of arrangement & drawings for road crossing, railway crossing etc., preparation of drawings of cable trench/RCC cable duct obtaining statutory clearances wherever required etc.,	**T0+3 Months**	**0.1 % per day** subject to maximum of **10%** of the value of the stage i.e. **0.1 % per day** of Rs. …. Crores of Stage-I for the uncompleted portion of the work shall be deducted out of running bills as penalty.
Stage-II (T2)	Supply of UG Cable, Cable Accessories, Cable Terminating Tower materials, Hardwares, Insulators, & related equipments/materials etc., & Excavation of Cable trench/Cable duct and related civil works, Terminating Towers, Laying of UG Cable, Cable end terminations & joints etc., construction of cable ducts, laying of OFC & related civil works.	**T1+5 Months**	**0.1 % per day** subject to maximum of **10%** of the value of the stage i.e. **0.1 % per day** of Rs. …. Crores of Stage-II for the uncompleted portion of the work shall be deducted out of running bills as penalty.

Stage – III (T3)	Erection of equipments & Cable Terminating Towers Providing Tower accessories, earthings, Wiring, etc., Inspection & testing/Commissioning.	**T2+7 Months**	**0.1 % per day** subject to maximum of **10%** of the total contract value shall be deducted out of final bill i.e. the DWA amount, duly deducting the penalties already recovered during Stage-I & II for the uncompleted portion of the work. If project is completed 100% in all respect as per the stipulated completion time, then penalty levied shall be returned back without any interest to the turnkey contractor by the Jurisdictional Chief Engineer. In case the successful Bidder fails to execute the supplies/works as per the program or opinion of purchaser, the supplies/works are progressing at a slow pace, the owner reserves its right to get the balance or part of supplies/ works executed through other agencies at the risk & cost of the turnkey agencies, this is in addition to the right of the BDA to recover any damage from contractor & also blacklisting.
Stage – IV (T 4)	Trail Testing & Commissioning.	**T3+3 Months**	

41.3.4 The total amount of Penalty for delay under the Contract will be subject to a maximum of Ten percent (10%) of the value of Contract & the Owner has got every right to terminate the Contract without any liability if it crosses **10%**.

41.3.5 For Spares:

Unless otherwise specified in the Special Conditions of Contract, the **Penalty** for delay in supply of Spares, beyond the dates stipulated under Clause 27.2 of Section SCC shall be of **0.1 % (point one percent)** of the Price of undelivered Spares per day or part thereof.

The total amount of **Penalty** for delay under the Contract will be subject to a maximum of **Ten percent (10%**) of the value of Contract unless otherwise specifically mentioned in Special Conditions of Contract.

41.3.6 Penalty for not meeting performance guarantees during the performance and tests conducted during guarantee period shall be assessed and recovered from the contractor as detailed in technical specification/special conditions of contract. Such penalty shall be without any limitation whatsoever and shall be in addition to penalties/damages if any, payable under any other clause of condition of contract.

41.3.7 Recovery of Penalty :

The following procedure shall be adopted for recovery of the **10%** penalty amount on total contract value from the turnkey agency for delay in completion of the project.

a) Calculate the penalty recoverable from turnkey agencies as per DWA terms and conditions for those works delayed beyond contractual agreement period.
b) Limit the recovery of penalty to 10% of each bill value admitted in case of supply/Civil/erection bills.
c) If the total penalty to be recovered is not fully recovered under Supply / Civil/Erection bills, the balance penalty has to be recovered in lumpsum out of the final 10% retention bills of turnkey works.

Note: Procedure for accounting of penalty recovered from Supplier/ Contractor towards delay in supplies/completion of BDA works & its refund.

i) Agency shall submit a request for condonation of delay if any within 12(Twelve) months from the date of commissioning of the work/supply of materials with valid reasons and documentary proof.

ii) In case no request for condonation of delay is made by the Agency within a period of 12(Twelve) months, the penalty amount shall be transferred to Miscellaneous income immediately after completion of such period.

iii) Once any penalty amount is transferred to Miscellaneous Income Account, it shall, under no circumstances be considered for refund.

42. Advance Payments:

42.1 Deleted

42.2 Deleted

42.3 Deleted

43. Securities:

43.1 The Security deposit (including Additional Security for Unbalanced Tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and Additional security for unbalanced tenders shall be valid until a date 30days from the date of issue of certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion:

45.1 The Contractor shall request the Employer to issue a Certificate of Commissioning of the Works and the Employer will do so upon deciding that the Work is commissioned in all respects.

46. TAKING OVER AND PRE-COMMISSIONING TESTS ~~AND~~:

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

46.2 **Pre-Commissioning Tests:**

On Completion of Erection of the Substation and Transmission Lines Equipment's and before Charging, each item shall be thoroughly cleaned and then inspected jointly by the Owner or his duly authorized Representative and the Contractor for correctness and Completeness of Installation and acceptability for Charging leading to initial Pre - Commissioning. The Pre – Commissioning tests shall be as per the technical specification and relevant standards. The Contractor's Commissioning Engineers, specifically identified as far as possible, shall be responsible for carrying out all the Pre- Commissioning checks. On Completion of inspection, checking and after the Pre- Commissioning Tests are satisfactorily over, the Complete Substation and Transmission Lines shall be ready for Charging.

During the Pre-Commissioning checks, the Operations shall be under the supervision of the Contractor, but the Schedule of Operations shall be agreed to by the Owner and the Contractor. During the Tests, the safety of the Substation and Transmission Lines Materials etc., is the responsibility of the Contractor. During the pre-Commissioning, Commissioning and Performance Guarantee Tests, the Operations will be under the supervision of the Contractor, if the Tests are being carried out by him. In case the

Tests are being carried out by a third Party, the Operations will be under the control of the Owner. In both cases, all aspects of the Tests shall be agreed to by the Owner and the Contractor The safety of the Equipment shall be the responsibility of the Contractor.

46.3 **Rejection:**

46.3.1 The Owner will reject any Material/Equipment supplied by the Contractor if, during Tests, or Service, any of the following conditions arise when the provisions under the relevant Clause of the

46.3.2 Conditions of Contract shall immediately become applicable:

1) Material/Equipment, including its Components, are proved to have been manufactured not in accordance with the agreed Specifications.

2) Material/Equipment fails on any Test indicated in the Technical Specification.

46.3.3 The Owner reserves the right to retain the rejected Equipment and take it into service until the Bidder replaces, at no extra Cost to the Owner, the defective Material by a new Material. Alternately the Bidder shall Repair or Replace the Equipment within a reasonable period to the satisfaction of the Owner at no extra Cost to the Owner. **Till the equipment's are replaced, the performance bank guarantee will**

not be released by the owner.

46.4 TAKING OVER:

When the whole of the Works have been completed and upon successful Completion of all the Tests to be performed at Site on Equipment's/Materials furnished by Contractor and erected by the Contractor prescribed in the Contract, to the satisfaction of the KPTCL under its supervision, may issue to the Contractor a "Taking Over Certificate", as proof of the Final acceptance of the Substation and Transmission Lines/EHV UG Cables. after fallowing complete due procedures. Such Certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the Commercial Operation and/or cause any serious risk to the Substation and Transmission Lines/EHV UG Cable. Such Certificate shall not relieve the Contractor of any of his obligations which, otherwise become due, by the Terms and Conditions of the Contract, after issuance of such Certificate. The Contractor shall give an Undertaking to finish with due expedition any outstanding Work during the Warranty Period.

The Contractor shall hand over the following Documents in 8 sets at the time of handing over the Substation and Transmission Lines/EHV Cables to the KPTCL for reference and Records and for further operation & Maintenance.

a) Brief details of the Substation and Transmission Lines/EHV UG Cable with complete route details

b) The detailed Drawing of the Substation and Transmission Lines/ EHV UG Cable with complete route details showing the Dimensions, Reduced Levels, Road Formations, Control Room Building, Water Supply and Sanitary Pipe Lines etc.

c) Set of route profiles, details of type of equipment, Joint Bays, details of types of termination structures used and foundations at each locations of joint bays, all along the UG cable and cable ducts at each locations etc

d) The detailed Layout and Single Line Diagram of the Sub-Station.

e) The Name Plate Details and Brochures of all Equipments.

f) The Factory Test results and Pre-Commission Test results of all Equipments.

g) The Drawings/ Maintenance Manuals of all Equipments.

h) The Schematic Diagrams of all Control and Protection Circuits and Drawings of all A. C and D C Circuits.

i) The Foundation details of all Equipments and Station / Transmission Line Structures and Control Room & Cable duct.

j) The Earth Tests results and Earth Mat Drawing of Sub-Station.

k) The G.A. and Schematic Drawings of C & R Panels.

l) Set of route profiles, tower schedules, details of types of towers used and foundations at each locations etc.

m) Set of all approved foundation drawings and Bill of Materials of towers.

n) Soil classification and soil resistance data at each location.

o) Set of approved drawings of all others materials such as Insulator, Conductor,
Hardware's, Accessories Etc.,

46.5 MAINTENANCE OF REGISTER FOR SOIL CLASSIFICATION:

46.5.1 The Contractor shall maintain a Register, duly indicating all the details of Type of Soils, Foundations of Station / Transmission Line and Mounting Structures, Equipment's and Control Room etc. in the following Preformat:

A. For Sub-Stations

a) Date of inspection by Engineer: _____
b) Details of Soil:
1. Type of Surface Soil_____
2. Type of Soils encountered at different depths from the Ground Level
3. Whether Water Table encountered. If so, at what depth from Ground Level
4. Type of Soil classification for Foundation adopted_____
5. Name of Owner's Engineer who Inspected and his Signature._
c) Any other information: _____

B. For Transmission Lines.

a) Date of inspection by Engineer :_____
b) Location No. : _____
c) Type of tower : _____
d) Details of Soil Pit No. : 1 2 3 4
1. Type of surface soil
2. Type of soils en countered at different depths from the ground level : ----------
3. Whether water table encountered. If so at what depth from ground Level. : _____
4. Type of soil classification for Foundation adopted : _____
5. Name of Corporation Engineer who Inspected and his signature. : ___
6. Name of Corporation Engineer who Checked the block levels for tower protection works and signature.: _____
e) Any other information : _____

Name and Designation of Inspecting Engineer

Signature of Contractor

46.5.2 The extract of this Register shall be sent to the Owner once a Month and two bound copies at the end of the Contract along with other Documents.

47. Final Account:

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor with in 90days of receiving the contractor's account if it is correct and complete. If it is not, the Employer shall issue with in 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60days of receiving the contractor's revised account accordingly.

48. As built drawings and /or Operating and Maintenance Manuals:

48.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data in both hard and Soft Copy.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination:

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program/Activity Chart and the stoppage has not been authorized by the Employer;

b) Deleted.

c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

d) Deleted.

e) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

f) The Contractor does not maintain a security which is required;

g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of Penalty can be paid as defined in the Contract data; and

h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract

execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

49.6 Suspension of Work:*

49.6.1 The Owner reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the Engineer to the Contractor in writing. The time for Completion of the Works will be extended for a period equal to duration of the suspension.

49.6.2 Any necessary and demonstrable Cost incurred by the Contractor as a result of such suspension of the Works will be paid by the Owner, provided such Costs are substantiated to the satisfaction of the Engineer. The Owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his Sub-Contractor.

49.7 Contractor's Default

49.7.1 If the Contractor shall neglect to execute the Works with due diligence and expediency or shall refuse or neglect to comply with any reasonable Order given to him, in writing by the Engineer in connection with the Works or shall contravene the provisions of the Contract, the Owner may give Notice in writing to the Contractor to make good the failure / neglect or contravention complained of. Should the Contractor fail to comply with the Notice within thirty (30) days from the date of serving the Notice, then and in such case the Owner shall be at liberty to employ other Workmen and forthwith execute such part of the Works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the Work wholly or in part out of the Contractor’s hands and re-Contract with any other Persons or Persons to complete the Works or any part thereof and in that event the Owner shall have free use of all Contractor’s Equipment that may have been at the time on the Site in connection with the Works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply balance which may otherwise be due on the Contract by him to the Contractor, or such part of the Works or of completing the Works as the case may be. If the Cost of completing the Works or executing a part there of as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess amount. Such Payment of excess

amount shall be independent of the **Penalty** for delay, which the Contractor shall have to pay if the Completion of Works is delayed.

49.7.2 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay **Penalty** for delay in Completion of Works as defined in Clause 41 of CC.

49.7.3 Such action by the Owner as aforesaid the termination of the Contract under this Clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including Guarantee period.

49.8 Termination of Contract on Owner's Initiative

49.8.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under Clause entitled Contractor's Default. The Owner shall in such an event give fifteen (15) days Notice in writing to the Contractor of his decision to do so. The Contractor, upon receipt of such Notice, shall discontinue the Work on the date and to the extent specified in the Notice, make all reasonable efforts to obtain cancellation of all Orders and Contracts to the extent they are related to the Work terminated and terms Satisfactory to the Owner. Stop all further Sub-Contracting or Purchasing activity related to the Work terminated, and assist the Owner in Maintenance, Protection, and Disposition of the Works acquired under the Contract by the Owner.

49.8.2 In the event of such a termination the Contractor shall be paid the amount due to him for the work already under taken. If the Contractor is an individual or a Proprietary Concern and the individual or the proprietor dies and if the Contractor is a Partnership Concern and one of the Partners dies, then unless the Owner is satisfied that the legal Representatives of the individual Contractor or of the Proprietor of the Propriety Concern and in the case of Partnership, the surviving Partners, are capable of carrying out and completing the Contract, the Owner shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to Payment of any compensation to the estate of deceased Contractor and/or to the Surviving Partners of the Contractor's Firm on account of the cancellation of the Contract except the amount which has already become due and payable. The decision of the Owner that the legal Representatives of the deceased Contractor or Surviving Partners of the Contractor, cannot carryover and complete the Contract, shall be final and binding on the Parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the Surviving Partners of the Contractor’s Firm liable to Damages for not completing the Contract.

49.9 Delays in the Contractor's Performance:

Delay by the Contractor in the Performance of his obligations under the Contract shall render the Contractor liable for any, or all of the following sanctions:

a. Forfeiture of his Performance Guarantee.
b. Imposition of Penalty and/or
c. Termination of Contract for default as detailed herein.

If, at any time during Performance of the Contract, the Contractor should encounter conditions impending timely delivery of the Goods and for Performance of Services, the Contractor shall promptly notify the Owner, in writing, of the fact of the delay, its likely duration and its cause(s). Upon receipt of the Contractor's request, the Owner shall evaluate the situation and may, at his discretion, extend the time for Performance, in which case the extension shall be ratified by an amendment to Notification of Award/Contract Agreement.

49.10 Frustration of Contract:

49.10.1 In the event of Frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, the Parties shall be absolved of their

responsibility to perform the balance portion of the Contract, subject to provisions contained in sub-Clause 49.10.3 below.

49.10.2 In the event of non-availability or suspension of Funds for any reasons whatsoever (except for reason of willful or flagrant breach by the Owner) and or Contractor then the Work under the Contract shall be suspended. Furthermore, if the Owner is unable to make Satisfactory, alternative arrangements for Financing to the Contractor in accordance with the terms of the Contract within three Months of the event, the Parties hereto shall be relieved from carrying out further obligations under the Contract treating it as Frustration of the Contract.

49.10.3 In the events referred to in Sub-Clauses 49.10.1 and 49.10.2 above, the Parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either Party for the Work already done on "Quantum Merit" basis that shall be determined by mutual agreement between the Parties.

49.10.4 **Grafts and Commissions etc:**

Any Graft, Commission, Gift or advantage given, promised or Offered by or on behalf of' the Contractor or his Partner, Agent, Officers, Director, Employee or Servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any Criminal liability which it may incur subject the Contractor to the cancellation of this and all other Contracts and also to Payment of any loss or Damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amount so payable from any money otherwise due to Contractor, under the Contract.

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*Incorporated as per Energy Department Letter No. ENERGY/VSC/30/2023 Dated 17.03.2023 and Finance Department Letter No.FD63EXP-1/2023 Dated14.03.2023.

50. Payment upon Termination:

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Penalty shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a

fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property:

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

52. Release from Performance:

If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract (SCC)

1 Compliance with Labour Regulations
2 Protection of Environment
3 Labour
4 Arbitration
5 Statutory Clearances and Way leave

6 Scope of proposal
7 Duties and Powers of the Engineer and Engineer’s Representatives
8 Terms of Payment
9 Indemnity Bond
10 Defects Liability Period/Guarantee
11 Latent Defect Warranty
12 Certificate regarding acceptance of important conditions
13 General information
14 Taxes, Permits & Licenses
15 Patent Right and
16 Royalties Defense of Suits
27 Limitation of Liabilities
28 Engineer's Decision
29 Sourcing for supply of materials
30 Packing, Forwarding And Shipment
31 Co-Operation with other Contractors
32 and Consulting Engineers No Waiver
33 of Rights
34 Certificate not to affect right of Owner and liability of Contractor
35 Training of Owner's Personnel
36 Progress Reports and Photographs
Guarantees, Penalties for Non-Performance
Spares
38 Transfer of the Title
39 Liability for Accidents and Damages
40 Delays by Owner or his Authorised Agents
41
Demurrage, Wharfage, etc
42 Force Majeure
43
Reconciliation of Accounts
Inspection and Tests
Consortium/Joint Venture
Notices
Clearance through Customs
Advertising

F. Special Conditions of Contract (SCC)

Nomenclature of work:

...... Bid Enquiry no.: .....

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with Labour Regulations:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration :

The procedure for arbitration shall be as follows:

(a) Any dispute or difference or claim arising out of, or in connection with,

or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) rules 2012, by one or more arbitrators appointed in accordance with its rules.

(b) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

5. Statutory Clearances and Way leave:

a) All statutory clearances such as forest clearance, clearance from aviation authorities, PTCC clearance and clearance from Railway authorities wherever required shall be arranged by the Owner. Any way leave problem, obstacle, hindrance should be cleared by the contractor. The Owner shall also stand by the contractor and extend necessary help and cooperation for removal of obstructions and hindrances. Delay in obtaining any clearance including right of way shall not form a ground for extension in the period for completion of works and waival of the penalties.

However, if the delay in obtaining any clearance including right of way (ROW) is not attributable to the contractor, upon receipt of the contractors request, the owner may evaluate the situation and may, at its discretion, extend the time for performance.

Tree cutting and tree cut compensation, crop compensation, electrical inspectorate charges would be organized to be paid by the contractor. The Owner shall render necessary help for fixing the compensation through horticulture / agriculture department. The compensation / charges so paid by the Contractor shall be reimbursed separately by the owner as per actuals.

b) The installation of cables shall be as per established code of practice and fulfill the requirements of statutes. Obtaining all statutory clearances from other utility services, like telephones, water supply, power supply, Railways, National highways, Local Municipal authorities, Local bodies, Bengaluru Mahanagara Palike/Other Corporation limits for road cutting etc., forest clearance, BDA, BWSSB, clearance from Aviation Authorities, PTCC clearance and clearance from Railway authorities etc., for laying the cable where ever required will be the responsibility of the successful bidder and shall be arranged by the bidder only.

All necessary approvals of the concerned authorities are to be obtained before execution of the works by the successful bidder and necessary assistance will be rendered by the owner.

The civic/national highways/traffic/defense authorities/Railway/ Telephones/Water supply/Power supply/ Local Municipal authorities/ Local bodies/Mahanagara Palike authorities etc., charge as per their standard schedules / rates which will be intimated by them from time to time for grant of permission/approvals for trenching/laying pipes/ laying cables etc., shall be paid by the successful bidder. These charges are reimbursable by the owner as per actuals, on production of valid vouchers.

Restoration of the surface to its original condition is in the scope of Bidder. The work shall be carried out as per Terms & Conditions of the tender. It is the responsibility of the bidder to ensure the surface restoration of the road complete in all respect before handing over to BDA.

The Road Restoration work is to be done through concerned Turnkey Contractor whom the UG cable works are awarded at the prevalent KPWD UNISR for Road Restoration in BBMP area and also for other than BBMP areas.

6. SCOPE OF PROPOSAL:

6.1 The scope of the work under this package covers.....

The Work shall include but shall not limit to the following:

ELECTRICAL WORKS:

Design, Engineering, Manufacturing, Testing and Supply on FOR Destination Site basis, Transportation, Storage, Erection/Installation, Testing and Commissioning of all Equipment's and associated essential Works including, but not limited, to the following for successful Commissioning of Substation and Transmission lines.

i) Power Transformers
ii) SF6 Circuit Breaker.
iii) Isolators.
iv) CT's/PT's/ CVT's
v) Lightning Arrestors
vi) Control & Relay Panels.
vii) Station Structures and Mounting Structures.
viii) Bus-Bar Materials, Bus-Post Insulators, Insulator Strings, Hard Wares, Clamps and Connectors, Aluminium Tubes, Bay Marshalling Boxes, Cable Supporting Angles / Channels, Cable Trays and Covers, Junction Boxes etc.
ix) Control and power cables.
x) Battery & Battery Charger.
xi) D.G Set.
xii) LTAC Panels, DCDB,ACDB panels, bay marshalling boxes
xiii) Testing, Maintenance and Condition Monitoring Equipments.
xiv) Design and Providing Illumination inside the Control Room, along the Roads and Station Yard as per requirement.
xv) PLCC and SCADA Equipments
xvi) Testing of all Equipments individually and Commissioning of Sub-Station.
xvii) Preparation of fabrication/shop drawing manufacture/ fabrication, proto- assembly and delivery of towers.
xviii) ACSR Conductor and Earth wire
xix) All Tower, Conductor & Ground wire Accessories.
xx) Insulator Strings & accessories.
xxi) Commissioning of the Transmission line

Note: All the equipment's/meters proposed for the sub-station should be SCADA and Sub-station Automation operational and the energy meters should have ABT features and TOD & DLMS Compliant.

6.1.1 CIVIL WORKS:

a) Site Preparation including Gravel filling, re-spreading of Gravel filling (in Gravel filled area after excavations).
b) Formation of the Earth Mat.
c) Construction of Cable Ducts etc.
d) Foundations of Station Structures, Mounting Structures of Equipment's, power transformers, SF6 Circuit Breakers, Isolators, CT's, PT's, 11 KV switch gear etc.
e) Providing Security Fencing and Gate.
f) Providing permanent water supply and sanitary arrangements to the

substations

g) Providing Drainage System to the Station Yard.
h) Final Land Dressing, Gravel filling and Anti-weed Treatment.
i) Construction of Control Room building, Roads & Culverts, Piped Water supply arrangements for the building.
j) Conducting of check survey of the detailed survey that is already conducted by BDA. Tower spotting, conducting of detailed theodelite survey, if any discrepancy

is noticed in the earlier detailed survey or deviation of line route if found necessary at the time of execution due to various field problems.

k) Excavation, casting of tower foundation, stub setting, including all Civil and Structural works as per specification.

Note: The Contractor has to supply all the Materials required for the Works including Cement and Steel.

6.1.2 GENERAL:

a) Providing Furniture to the Control Room and Office of the Engineer.
b) Providing Fire Fighting Equipment's.
c) Rubber Mats, Water Filters, Sub-Station/Transmission Lines Name Board, Signboards etc.

6.2 The mode of inland Transportation (such as Rail, Road etc) shall be clearly indicated by the Bidder in his Offer. This shall be again discussed and finalized with the Owner, depending upon actual conditions, before Award of the-Contract. The Transportation charges shall be the same for all modes of Transport and shall be included in the Contract Price. The Transportation charges shall include Unloading charges at Site.

6.3 Bids not covering the entire Scope of Work shall be treated as incomplete and hence may be rejected.

6.4 For the purpose of supply of Equipment and Materials the Work 'Site' shall mean the locations where the Goods are delivered and accepted by the Contractor. The Contractor shall decide the location of the Site and set up his Stores for purpose of storing the Materials.

6.5 The Equipment's Offered by the Bidder shall be complete in all respects with all Mountings, Fittings, Fixtures and Standard Accessories. Any Material and Components not specifically stated in the Specifications and Documents and which is necessary for Trouble Free Operations of Equipment's and accessories specified in these Specifications, shall be deemed to be included unless specifically excluded. All such Equipment's, Accessories shall be supplied without any extra Cost.

6.6 Insurance coverage for the Equipment's/ Materials shall be from the Manufacturer's Work till taking over in accordance with the Contract and shall include coverage for Inland/ Marine / Airways Transportation, receipt of Storage at Site and Erection, Testing and Commissioning at Site prior to taking over by the Owner as per Clause 13 of Conditions of Contract.

6.7 **Drawing & Annexures:**

a) All Drawings & Annexures appended to this Bidding Document shall form part of the Technical Specification and supplement the requirements specified.
b) The Technical Specification shall be read and construed in conjunction with the Drawings and the Annexures to determine the Scope of Work and Terminal points. The successful Bidder shall not take up manufacturing of any equipment's / materials and go ahead with the execution of works unless the drawings are approved. In case there is any discrepancies between the specification and approved drawings, the same shall be brought to the notice of the Owner within 15 days.
c) The Quantities shown on Drawings and Annexures are tentative for

Bidding purpose only. Any variation arising during detailed Engineering stage will be taken into account for adjustment of Contract Price based on Unit Rates quoted in the Bid.

7. DUTIES AND POWERS OF THE ENGINEER AND ENGINEER'S REPRESENTATIVES:

7.1 The Duties of the Engineer are to supervise the Work of the Contractor and issue Suitable directions if needed. The scope of the Duties of the Engineer, pursuant to the Contract will include but not limited to the following:

a) Interpretation of all the Terms and Conditions of these Specifications and Documents.

b) Witness, or authorise his Representative to witness, Tests and Trial either at the Manufacturer's Work or at Site or at any place where the Work is performed under the Contract.

c) Inspect, accept or reject any Equipment Material and Work under the Contract.

d) Review and interpretation of all the Contractor's Drawings, Engineering Data etc.

e) Issue Certificate of acceptance and/or progressive Payment and final Payment Certificates.

f) Review and suggest Modifications and improvements in Completion Schedule from time to time.

g) Review the Quality of Work at all the stages of Project implementation.

7.2 The Engineer, his duly authorized Representative and/or an outside agency acting on behalf of the Owner shall have at all the reasonable times, access to the Contractor's premises or Works and shall have the power to inspect and examine the Materials and Workmanship of the Works during its Manufacture or Erection and if part of the Works is being Manufactured or assembled at other premises or Works, the Contractor shall obtain for the Engineer and for his duly authorized Representative, permission to inspect, as if the Materials/ Equipment's are Manufactured or assembled on the Contractor's premises or Works. On Completion of the Erection of the Equipment's and before Commissioning each item, the Equipment's shall be thoroughly cleaned and then inspected jointly by the Engineer and the Contractor for correctness and completeness of Installation so that the Equipment's are ready for pre-Commissioning Tests to be performed. The Contractor's Commissioning Engineers shall be responsible for carrying out all the pre-Commissioning Tests of the various Equipment's/Lines installed in the Sub-Stations/Under Ground Transmission line system.

7.3 The following actions are however subject to approval of the Owner:

a) Determining extension of time.
b) Issuing a Variation Order except:
   i. In an emergency situation as reasonably determined by the Engineer.
   ii. If such variation Order would increase the Contract Price.

7.4 The Engineer's Representatives are responsible to the Engineer and their Duties are to watch and Supervise the Works, to Test and examine any Materials to be used or Workmanship employed in connection with the Works.

He has no authority to relieve the Contractor of any of the Duties or obligations under the Contract nor except as expressly provided hereunder or elsewhere in the Contract, to Order any Work involving delay or any extra Payment nor to make any variations of/or in the Works.

7.5 The Engineer may, from time to time, delegate in writing to the Engineer's Representative any of the Powers, Authorities vested with the Engineer and furnish to the Contractor a copy of all such written delegation of Powers and Authorities. Any written instruction or

approval given by the Engineer's Representative to the Contractor within the terms of such delegation, but not otherwise, shall bind the Contractor and the Owner as though it has been given by the Engineer provided always as follows:

a) Failure of the Engineer's Representatives to disapprove any Work or Materials shall not prejudice the Power of the Engineer thereafter to disapprove such Work or Materials and to Order the pulling down, removal or breaking thereof.

b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.

7.6 CLAIMS:

7.6.1 The Contractor shall send to the Engineer's Representative, once in every Month, an Account giving particulars, full and as detailed as possible, of all Claims for any additional Payment to which the Contractor may consider himself entitled and of all extra, or additional Work Ordered by the Engineer which he has executed during the preceding Month. No final or interim Claim for Payment for any such Work or expense will be considered which has been included in such particulars. Provided always that the Engineer shall be entitled to authorize Payments to be made for any such Work or expense, notwithstanding the Contractor has, at the earliest opportunity, notified the Engineer in writing that he intends to make a Claim for such Work. But not from any other Clause, the amount of the Contract Price shall be adjusted by such Sum as may be agreed between the Contractor and Engineer or failing agreement, fixed by the Engineer having regard to all the Materials and relevant factors including the Contractor's Site and general overhead Costs of the Contract.

7.6.2 Settlement of Final Claims:

The turnkey agency shall submit the price variation bills within one months of supply of individual materials where price variation is applicable with all relevant documents to the office of the Executive Engineer Electrical, Major Works Division and the same shall be passed by the Chief Engineer Electricity, Transmission Zone within two months from the date of submission of the bills by the turnkey Agency. All the Agencies /Contractors, have to complete balance works of their commissioned projects and final bills of Retention, Quantity Variation, Price Variation, Penalty, etc., if any has to be claimed within 3 months from the date of commissioning of the project. The concerned Division Office has to settle all the claims of the Firm within 2 months from the date of receipt of final bills.

8. *TERMS OF PAYMENT:

8.1 All the Payment will be made by the Commissioner BDA under whose observation, direction and prior approval the Contract Work is executed.

Letter of Credit will not be issued EITHER FOR MATERIALS/ EQUIPMENTS OFFERED FROM ABROAD OR FROM WITHIN INDIA.

8.2 **EQUIPMENT/MATERIALSUPPLY**: The Price Component of Equipment/ Material including Mandatory Spares (excluding Special Tools and Tackle) supplied to Site by the Contractor will be paid as indicated in the below

mentioned Sub-paragraphs.

8.2.1 **STAGES OF PAYMENT:**

A. **During non-freak rates:**

The terms of Payments will be as stated below;

(1) **Fifty Five percent(55%)** of the Ex-works price plus 100% Taxes ie., **CGST, SGST, IGST, UTGST, Custom Duties on Imports, cess if any, as the case may be** in respect of materials (on receipt of 1st Bill after supply of Turnkey Materials) shall be paid on MAS (Material Acknowledgement Statement) **subject to the following:**

i. Material Acknowledgement Statement issued by the consignee Divisions.
ii. Copy of the Certificate of Transit Insurance.
iii. Pre-dispatch clearance certificate issued by the owner, prior to dispatch of the Consignment.
iv. Packing list/ Bill of materials.
v. Contractor's Detailed Invoice.
vi. Test Certificates.
vii. Physical Verification Certificate by the site Engineers.

(2) **Twenty Five percent (25%)** of Ex-works price of materials shall be paid progressively on erection of the equipments/materials.

(3) **Eight percent (8%)** of Ex-works price of materials shall be paid on successful completion of Trail Operation.

(4) **Seven percent (7%)** of the Ex-works price in respect of materials shall be paid on submission of required number of reproducible, manuals, approved drawings, test report and pamphlets and complete documents pertaining to Sub-Stations/UG Cable

(5) **Five percent (5%)** of Ex-works price of materials shall be paid on successful handing over The Substation & UG Cable along with mandatory documents as per the requirement of KPTCL

B. **<u>During Freak rates:</u>**

1) **<u>1st Stage Payment on supply of</u>**

materials: <u>For DWA quantities</u>:

Fifty Five percent(55%) of the rate entered in the Major Works Schedule of Rates(SR) applicable at the time of according approval to award of contract plus the overall percentage of the original tendered rates over the updated cost prevalent at the time of according approval to award of the contract plus 100% Taxes awarded i.e., CGST, SGST, IGST, UTGST, Custom Duties on Imports, cess if any, as the case may be in respect of materials (on receipt of 1st Bill after supply of Turnkey Materials) shall be paid on MAS (Material Acknowledge Statement) subject to the following:

I. Material Acknowledgement Statement issued by the site engineer and validated by the Engineer-in charge
II. Copy of the Certificate of Transit Insurance.
III. Pre-Dispatch clearance certificate issued by the owner, prior to dispatch of the Consignment.
IV. Packing list/Bill of Materials.
V. Contractor's Detailed Invoice.
VI. Test Certificates.
VII. Physical Verification Certificate by the site Engineers and validated by the Engineer-in charge.

2) **<u>2nd Stage payment on erection of materials:</u>**

For DWA quantities:

Twenty Five percent (25%) of awarded Ex-works price of materials plus the amount withheld during the 1st stage payment shall be paid progressively on erection of the equipment's/ materials.

3) 3rd Stage Payment:

For DWA quantities:

Eight percent (8%) of awarded Ex-works price of materials shall be paid on successful completion of Trial Operation.

4) 4th Stage Payment:

For DWA quantities:

Seven percent (7%) of the awarded Ex-works price in respect of materials shall be paid on submission of required number of reproducible, manuals, approved drawings, test report and pamphlets and complete documents pertaining to sub-station/UG Cable

5) Five percent (5%) of Ex-works price of materials shall be paid on successful handing over The Substation & UG Cable along with mandatory documents as per the requirement of KPTCL

The above Payment terms are Subject to the following conditions stated herein below:

i. The Executive Engineer(Ele),BDA, Should ensure before making any payment towards materials received that the material has been supplied as per Activity Chart pertaining to the work concerned.
ii. The work is going according to the plan. Without any unreasoning delay.
iii. Notwithstanding anything contained to the contrary in the Bid documents, storage insurance for materials stored at the site by the contractor shall be to the account of the Contractor alone and no amount whatsoever is payable by the BDA.

8.2.2 The Bills will be passed on the basis of the following certificates:

1. Certificate recorded by the Contractor that the Materials/ Equipment's are delivered at the site shall be in good Condition as per the Terms and Conditions of the Purchase order placed for Materials and Turnkey Agreement entered into by him with BDA.(It is the Contractor responsibility to keep the Materials and equipments in good conditions & arrangement for storages as per the KPTCL/CEA/IS Standards and must make his own watch & Ward arrangement. Further it is responsibility of the Contractor to intimate the KPTCL officials at the time receiving the materials/Equipments and got inspected at the site for the confirmation of good condition before erection)
2. Certificate recorded by the Asst. Engineer, Elec designated as "Site Engineer ,Asst Executive Engineer as Supervising Officer and Executive Engineer(Ele) designated as the Engineer in charge of the work" to the effect that the Materials/Equipment's are actually received in the Store of the Turnkey Contractor or at Site as per the Terms and Conditions of the Purchase order placed for Materials and

Turnkey Agreement entered into by him with BDA. (Delete)

3. Certificate by the Asst. Executive Engineer, Elec, who is the Sub-Divisional Officer in charge of the Contract to the effect of the receipt of Materials/Equipment's.

4. Countersignature of the Executive Engineer, Elec in charge of the Work and who is the Divisional Officer under whose jurisdiction the Contract is being executed.

8.3 Price Component for Erection and Civil Works:

A. During non-freak rates:

8.3.1 **Ninety percent (90%)** of the total Erection and Civil Works Price Component plus 100% Taxes ie., CGST, SGST, IGST, UTGST, levies, surcharge/cess etc.,if any of the Package shall be paid progressively on prorata basis on Certification by the Engineer, for:

i) The quantum of Work completed.
ii) The successful Completion of Quality Check Points involved in the Erection.

8.3.2 **Eight percent (8%)** of the Erection and Civil Works Price Component of the package shall be paid on successful Completion and Commissioning of the Substation, Terminal Bays and UG Cable work in accordance with Clause No. 46 of CC

8.3.3 **Balance (2%)** of the Erection and Civil Works Price Component of the package shall be paid on successful handing over The Substation & UG Cable along with mandatory documents as per the requirement of KPTCL

B. During Freak rates:

8.3.4 **1st Stage Payment:**

For DWA quantities:

Eighty percent(80%) of the rate entered in the Major Works Schedule of Rates (SR) applicable at the time of according approval to award of contract plus the overall percentage of the original tendered rates over the updated cost prevalent at the time of according approval to award of the contract for Erection and Civil Works Price Component plus 100% Taxes awarded i.e., CGST, SGST, IGST, UTGST, levies, surcharge/cess etc.,if any of the package shall be paid progressively on prorate basis on Certification by the Engineer, for,

i) The quantum of Work completed.
ii) The successful Completion of Quality Check Points involved in the Erection.

8.3.5 **2nd Stage Payment:**

For DWA quantities:

Twenty percent (20%) of the awarded ex-work Erection and Civil Works Price Component of the package plus the amount withheld in 1st Stage payment shall be paid on successful Completion and Commissioning of the Substation, and EGT UG Cable Laying work as detailed in No. 46.3 of CC.

8.3.6 3rd Stage Payment:

For DWA quantities:

Balance (5%) of the Erection and Civil Works Price Component of the package shall be paid on successful handing over The Substation & UG Cable along with mandatory documents as per the requirement of KPTCL

8.3.7 Design charges:- Rates quoted for design charges shall be inclusive of all applicable taxes i.e., CGST, SGST, IGST, UTGST, levies, surcharge/cess etc if any.

8.3.7.1

i)Design charges shall be paid 100% subject to fulfilment of the following:
ii)Approval of design of design of all thekV tower/CTT along with foundations.
iii)Fabrication of Prototype.
iv) Inspection of prototype.
v) Successful type testing of prototype.
vi) Submission of Type test Certificate from testing authority.
vii) Approval of structural drawing and shop drawing etc.,
viii) Submission of soft & hard copy of the required set of shop and structural drawings All the above components shall be approved before placing purchase order and the ready materials/Equipments shall be got inspected by the KPTCL officials, only after the clearance by the KPTCL the contractor is permitted to avail in the erection process.

8.3.7.2 The rates quoted for Design & Type Testing shall be inclusive of transportation of materials to test bed, loading, unloading and erection. If the towers/CTT does not pass the test, above expenditure shall be borne by the bidder including TA & DA of KPTCL & BDA Officials deputed for witnessing the test for the subsequent testing also.

8.4 It is made clear that, notwithstanding anything contained to the contrary in the Bid Documents elsewhere, Storage Insurance for Materials/ Equipment's stored at the Site by the Contractor shall be to Contractor's account alone and no amount whatsoever is payable by the Owner.

8.5 The Bidder shall furnish a Detailed Billing Break-Up for the Erection Price Component of the package which shall be mutually discussed with the Owner and finalized before signing of the Contract. Progressive Payments for Erection will be made on bills of the Work completed, as per the Billing Breakup, based on certification by the Engineer.

8.6 The Total Payments towards Supply of Equipment's/Material, Erection Charges and Civil Engineering Works etc., as per the Contract shall be governed by the Clauses No. 37 of Conditions of Contract.

8.7 Wherever Ceiling Quantities are indicated in the Bid Proposal Sheets, the Payment will be limited to the Ceiling Quantity/ies vis- a - vis actual Quantity/ies (arrived at after Engineering) whichever is less.

8.8 In respect of Switchyard Materials other than Main Equipment's i.e. Isolators, PLCC Equipment's, LTAC Panel, Battery and Battery Charger, the Quantities furnished in respect of some of the Materials are estimated provisional quantities. **The Bidder can estimate and quote for change in the Quantities, if any.** In the event of change in the Quantities (after approval of Designs/Drawings) as compared to Quantities quoted in the Bid, the Payment will be made for the quoted Quantities or actual Quantities as

arrived after approval of Design/Drawings whichever are lower.

8.9 In respect of Civil Works, the quantities are mentioned in Numbers, Meters, Sq Mtrs, Cmtr and Lump Sum and 'To be assessed by Bidder'. The same are furnished based on the layout. Actual quantities executed will be measured and paid as per clause 35.1.1 of Conditions of Contract.

Wherever the quantities are not indicated, the bidder is required to compute the ceiling quantity. In all such cases, payment will be made for the ceiling quantity vis-à-vis the exact quantity (arrived at after detailed engineering) whichever is lowest. Bidder is required to indicate unit rate and total price for the items under respective heads in price sheet.

Unit Rates and Measurement for Foundation:

The bidder is required to quote the unit rates for different foundation activity namely, excavation for different types of soils, concreting, supply and placement of reinforcement steel.

The unit rates of excavation for each type of soil shall include excavation along with all associated activities like shoring, shuttering, dewatering till completion of foundation work stock piling, dressing, back filling of foundations after concreting with excavated/borrowed earth (irrespective of lead) and consolidation of earth, carriage of surplus earth to the suitable point of disposal as required by the Employer or any other activity required for to completion of foundation work in all respect.

Where soil at a tower foundation is of composite nature, classification will be according to the type of soil, which is predominant in the footing and the rate for the same will apply for predominant soil in the foundation. However, for excavation, the payment shall be made for different soils as per soil encountered at the time of excavation but limited to the lowest of the following:

Amount calculated based on the volume of different types of soil encountered at the time of excavation at their respective rates and excavated volumes as per actual (i.e. strata wise).

Amount calculated based on the type of soil for which foundation is classified considering the applicable ceiling volume for that particular soil indicated in the purchase order as quoted by the contractor and its applicable rate.

Amount calculated based on the type of soil for which foundation is classified considering the design volume of excavation for that particular soil and its applicable rate.

The decision of the Employer shall be final and binding with respect to classification of soil and foundations.

Form boxes shall be used for casting of foundations. The unit rate of concreting shall include the cost of supply, fabrication and placement of form boxes, cement, water, coarse and fine aggregates mixing and placing of concrete, curing of concrete and any other activities related/required for completion of concreting works of foundation. The payment for this item shall be limited to lesser of ceiling volume, design volume and actual volume based on unit rates indicated in the letter of award.

The unit rate of 'Reinforcement Steel' shall include supply and placement of reinforcement steel, stirrups, wire for binding the reinforcement, chairs, bolsters and spacers etc. as required to complete the foundation work. The

payment of Wastage, overlaps, spacer bars, chairs, stays, hangers and annealed steel wire shall not be measured for the payment and cost of these items shall be deemed to be included in the rates for reinforcement. The payment for this item shall be limited to lesser of ceiling volume, design volume and actual volume based on unit rates indicated in the letter of award.

8.10 Type Test Charges:

The Type Test/Special Tests, if repeated at the instance of BDA/KPTCL, the applicable testing charges shall be paid by the successful Bidder upfront to the laboratory.

In case equipment/material fails in the type tests during testing then the testing charges paid by the Bidder to the laboratory will not be reimbursed by BDA.

The above clause is applicable for all the equipment's /materials, in case, the Type Test/Special Tests, are repeated at the instance of owner (BDA)

9 INDEMNITY BOND:

9.3 It will be the responsibility of the Contractor to take Delivery, Unload and Store all the **Material/ Equipment's keep them in good condition fallowing the standard procedures laid down by The KPTCL/CEA/IS Code.** The Contractor shall execute an Indemnity Bond as per the Proforma enclosed in favor of the Owner against Loss, Damage and any Risks involved for the full value of these Materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the Supplies and shall be valid till the Scheduled Date of Testing, Commissioning and handing over to the KPTCL in Complete, the contractor is sole responsible to fallow up procedures.

9.4 Deleted

10 Defects Liability Period/Guarantee:

10.3 The Contractor shall Guarantee that the equipment supplied by him will be new, unused and in accordance with the contract documents and free from defects in material and workmanship for a period of **42 (Forty Two) months** in respect of GIS modules, Power Transformer, Bus Reactor, Monopoles, Control and Relay panels, Isolators, Battery Set, Nitrogen Injection Fire Extinguishing system, Circuit Breakers & Substation Automation System, **(36+1) (thirty seven) months (including one month observation period)** for 66kV & 220kV UG cable & cable accessories, **36 (thirty six) months** for OPGW Cable, Hardware & its Accessories, HTLS/HPC conductor, Hardware & its Accessories, **24 (Twenty four) months** in respect of Battery Charger, Cameras (pertaining to Smart Surveillance systems (CCTV)) & **12 (Twelve) months** for rest of the equipments/ materials of the project commencing immediately upon the **satisfactory commissioning and 36 (thirty six) months** in respect of Testing & Maintenance Equipments (As Mentioned in Technical Specification) commencing **from the date of successful demonstration at site/ Laboratory.** The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture, under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in the meantime essential in the commercial use of the equipment. Such replaced/ defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall

normally be carried out by the engineer, when the equipment is under the supervision of the Contractor's Supervisory Engineer.

Further, the contractor shall guarantee of 12 (Twelve) Months for Erection and Civil Works commencing immediately upon the satisfactory commissioning.

In addition to above said the Contractor shall obliged to Supply, Erection, Testing, & Commissioning of Materials/Equipments as per BOQ successfully under the supervision of KPTCL officials and handing over same to the KPTCL in Complete.

Note:

The Successful Bidder shall have to furnish 5% Performance Bank Guarantee on the cost of 220kV EHV Cable and Cable Accessories for a total period of 60 months instead of 36 months for the cables manufactured by adopting Process other than VCV Extrusion.

10.4 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or Damages, repairs or adjustment may be made by the Engineer or a third Party chosen by the Engineer without advance Notice to the Contractor and the Cost of such Work shall be paid by the Contractor. In the event of such action being taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the Terms and Conditions of the Contract.

10.5 If it, becomes necessary for the Contractor to replace or renew any defective portions of the Works, the provision of this Clause shall apply to portion of the Works so replaced or renewed until the expiry of 42 (Forty Two) months in respect of GIS modules, Power Transformer, Bus Reactor, Monopoles, Control and Relay panels, Isolators, Battery Set, Nitrogen Injection Fire Extinguishing system, Circuit Breakers & Substation Automation System, **(36+1) (thirty seven) months (including one month observation period)** for 66kV & 220kV UG cable & cable accessories, **36 (thirty six) months** for OPGW Cable, Hardware & its Accessories, HPC conductor, Hardware & its Accessories, 24 (Twenty four) months in respect of Battery Charger, Cameras (pertaining to Smart Surveillance systems (CCTV)) and 12 (Twelve) months for rest equipments/ materials of the project commencing immediately upon the satisfactory commissioning and 36 months in respect of Testing & Maintenance Equipments (As Mentioned in Technical Specification) commencing from the date of successful demonstration at site/ Laboratory from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed

to do the Work at the Contractor’s risk and Cost but without prejudice to any other rights, which the Owner may have against the Contractor in respect of such defects.

Note:

Notwithstanding to the above, if the guarantee periods specified for each of the equipment/material in the technical specification, is more than the above periods, then the period stipulated for such equipment/material in the technical specifications prevails.

10.6 The repaired or new parts will be furnished and erected free of Cost by the Contractor. If any repair is carried out on his behalf at the Site, the Contractor shall bear the Cost of such repairs.

10.7 The Cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the Equipment or defective Work

carried out by the Contractor, the same shall be borne by the Contractor.

10.8 The acceptance of the Equipment by the Engineer shall in no way relieve the Contractor of his obligations under this Clause.

10.9 In case of those defective parts which are not repairable at Site but are essential for the Commercial Operation of the Equipment, the Contractor and the Engineer shall mutually agree to a program of replacement or renewal which will minimize interruption to the maximum extent, in the Operation of the Equipment.

10.10 In respect of Goods supplied by Vendor to the Contractor where a longer Guarantee (more than 12 Months) is provided by such vendor, the Owner shall be entitled to the benefit of such longer Guarantees.

10.11 The provisions contained in this Clause will not be applicable:

a) If the Owner has not used the Equipment according to generally approved Industrial Practice and in accordance with the conditions of Operation specified and in accordance with Operating Manuals, if any.

b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the Offer.

10.12 Defects after Taking Over:

10.12.7 Extension of guarantee Period:

The Guarantee Period shall be extended by a period equal to the period during which the Equipment/Materials (or that portion there of in which the defect or damage to which the clause applies has appeared or occurred) cannot be used by reason of the defect or damage thereof, defect or damage to such portion occurring during any such extension, to extend the Guarantee Period for the Works or that portion beyond 60months/ 42months/36months/24 months/12 months (as applicable) from the date of taking over.

10.12.8 Further Tests on Completion:

If the replacements or renewals are such that they may affect the performance of the Works, the Owner may request that Tests on Completion be repeated to the extent necessary. The request shall be made by notice within 30 days after the replacement or renewal. The Tests shall be carried out in accordance with Clause No. 34 of SCC.

10.13 Replacement of Defective Parts And Materials:

10.13.7 If during the Performance of the Contract, the Engineer shall decide and inform in writing to the Contractor that the Contractor has Manufactured any Equipment, Material or part of Equipment unsound and imperfect or has furnished any Equipment inferior to the Quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the Notice, or otherwise, within such time, as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such Work and furnish fresh Equipment/ Materials up to the Standards of the Specifications. In case the Contractor fails to do so, the Engineer may on giving the Contractor seven (7) days' Notice in writing of his intentions to do so, proceed to remove the portion of the Works so complained of and at the Cost of the Contractor perform all such Work or furnish such Equipment/ Material provided that nothing in this Clause shall be deemed to deprive the Owner

of or affect any rights under the Contract which the Owner may otherwise have in respect of such defects and deficiencies.

10.13.8 The Contractor's full and extreme liability under this Clause shall be satisfied by the Payment to the Owner of the extra Cost, of such replacement procured including Erection as provided for in the Contract, such extra Cost being the ascertained difference between the Price paid by the Owner for such replacements and the Contract Price by portion for such defective Equipment/ Material/ Works and repayments of any Sum paid by the Owner to the Contractor in respect of such defective Equipment/ Material. Should the Owner not so replace the defective Equipment/Materials, the Contractor's extreme liability under this Clause shall be limited to repayment of all Sums paid by the Owner under the Contract for such defective Equipment / Materials.

11 LATENT DEFECT WARRANTY:

The period of latent defect warranty, for equipment's/materials supplied by the Contractor, in terms of Clause No.10 of SCC, shall be limited to **18 Months** from the date of expiry of Guarantee period.

12 CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS:

12.3 It is brought to the specific Notice of the Bidders that they are not permitted to take any deviations whatsoever to the following Conditions:

a) **Terms of Payment**:
Clause 37 of Conditions of Contract-CC and Clause 8.0 of Special Conditions of Contract-SCC.

b) **Bid Security /EMD:**
Clause 13 of Instruction to Tenderers-ITT.

c) **Contract Performance Guarantee:**
Clause 29 of Instruction to Tenderers-ITT.

d) **Penalties for Delay:**
Clause 41 of Conditions of Contract-CC.

e) **Price basis:**
Clause 40 of Conditions of Contract-CC.

f) **Defects Liability Period/Guarantee:**
Clause 10 of Special Conditions Contract-SCC.

g) **Work Schedule:**
Clause 17 of Conditions of Contract-CC.

h) **Taxes and Duties:**
Clause 11.11 of Instruction to Tenderers - ITT.

12.4 Bidders shall be required to upload a Certificate in Format enclosed at **Annexure-I** for acceptance of Important Conditions mentioned in 12.1 above.

13 GENERAL INFORMATION:

13.3 The requirements stated in and Schedule/ Annexures appended to the Conditions of Contract, Bid Proposal Sheets, Technical Specifications and Exhibits/ Enclosures shall apply to and shall be considered as a part of this Section as if bound together.

13.4 The Design and Workmanship shall be in accordance with best Engineering Practices to ensure Satisfactory Performance throughout the service life of the Equipment.

13.5 In case of discrepancy between the Conditions specified in Conditions of Contract (CC) and this Section (SCC), the stipulations specified in this Section (SCC) shall prevail.

14 Taxes, Permits & Licenses:

14.3 The Contractor shall be liable and pay **all types of applicable Taxes such as CGST, SGST, IGST, UTGST,** Duties, Levies, **Cess if any**, lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for Payment of all Indian Duties, Levies and **all** Taxes, **cess if any** lawfully assessed against the Contractor for his Personal Income and Property. (The Quoted rates of the contractor shall be the Unit Rates inclusive of all Taxes)

14.4 For CIF Contract, the Contractor shall be entirely responsible for payments of all taxes, stamp duties, license fees and other levies imposed outside the Owner's country.

14.5 In case of Contract for domestic supplies and services, the Contractor shall be entirely responsible for payment of all types of **applicable Taxes such as CGST, SGST, IGST, UTGST, Duties, Levies, Cess** if any, license fees etc. incurred until delivery of the contracted supplies to the Owner.

14.6 The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earnings of any of his employees and shall hold the Owner indemnified and harmless against any claims that may be made against the Owner. The Owner does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Contractor or his personnel. If it is obligatory under the provisions under the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Owner.

14.7 In case of CIF Contracts, any Indian levies (excluding custom duties) including the Stamp Duty and Import License Fee levied by the Government of India or any State Government in India on the equipment, materials and spare parts covered in the Contract to be imported into India, which will become the property of the Owner under the Contract, shall be to the Bidder's account and shall be paid directly by the Bidder to Government of India or concerned authorities.

14.8 The Bidder shall include the **CGST, SGST and cess if any** on Works Contract under the GST Act 2017 for services to be performed in Owner's country, as applicable in their quoted bid price and Owner would not bear any liability on this account. Owner **may** however, deduct such taxes at source if any as per the Rules and issue necessary Certificate to the Bidder.

14.9 The Bidder shall include **CGST, SGST and cess if any** on services as applicable in their quoted Bid Price and the Owner would not bear any additional liability on this account. The Owner may however deduct such tax at source as per the Rules and issue necessary certificate to the Contractor.

15 Patent Right and Royalties:

Royalties and Fees for Patents covering Materials, Articles, Apparatus, Devices, Equipment or Processes used in the Works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy, all demands that may be made at any time for such Royalties or Fees and he alone shall be liable for any Damages or Claims for Patent infringements and shall keep the Owner indemnified in that regard. The Contractor shall, at his own Cost and expense, defend all Suits or Proceedings that may be instituted for alleged infringement of any Patents involved in the Works, and, in case of an Award of Damages, the Contractor shall pay for such Award. In the event of any Suit or other Proceedings instituted against the Owner, the same shall be defended at the Cost and expense of Contractor who shall also satisfy/comply with any Decree, Order or Award made against the Owner. But it shall be understood that no such Machine, Plant, Work, Material or Thing has been used by the Owner for any purpose or manner other than that for which they have been furnished and installed by the Contractor and specified under these Specifications. Final Payment to the Contractor by the Owner will not be made while any such Suit or Claim remains unsettled. In the event any Apparatus or Equipment, or any Part thereof furnished by the Contractor, is in such Suit or Proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and at his own expense, either procure for the Owner, the right to continue the use by Owner of said Apparatus, Equipment or part thereof, replace it with non infringing Apparatus or Equipment or modify it, so that it becomes non-infringing.

16 Defense of Suits:

If any action in Court is brought against the Owner or Engineer or an Officer or Agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any Acts, Matters, Covenants or things under the Contract, or for Damage or injury caused by the alleged omission or negligence on the part of the Contractor, his Agents, Representatives, or in connection with any Claim based on lawful demands of Workmen, Suppliers or Employees, the Contractor shall in all such cases indemnify and keep the Owner, and the Engineer and/or his Representative, harmless from all losses, Damages, expenses or Decrees arising of such action.

17 Limitation of Liabilities:

The final Payment by the Owner in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final Payment shall be made only at the end of the Guarantee/ Warranty Period, and till such time as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other Payments made under the Contract shall be treated as on account Payments.

18 Engineer's Decision:

18.3 In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the Certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.

18.4 If, in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.

18.5 It is the intent of the Agreement that there shall be no delay in the execution of the Works and the decision of the Engineer as rendered shall be

promptly observed.

19 Sourcing for supply of materials:

19.3 Assignment and Sub-letting of execution of works under the Contract or any part thereof is not allowed. Suppliers of the equipment not identified in the contract or any

change in the identified suppliers shall be subjected to approval by the Engineer. The experience list of equipment vendors under consideration by the Contractor for this contract shall be furnished to the Engineer for approval prior to procurement of all such items/equipments. Such **sourcing for supply of materials** shall not relieve the Contractor of any obligation, duty or responsibility under the contract. Any **sourcing** as above, without prior written approval of Engineer, shall be void.

19.4 For Components/ Equipment procured by the Contractor for the purposes of the Contract, after obtaining the written approval of the Owner, the Contractor's Purchase Specifications and Enquiries shall call for Quality Plans to be submitted by the Suppliers along with their Proposals. The Quality Plans called for from the Vendors shall set out, during the various stages of Manufacture and Installation, the Quality Practices and Procedures followed by the Vendor's Quality Control Organization, the relevant reference Documents/ Standard used, acceptance level, inspection Documentation raised, etc. Such Quality Plans of the successful Vendors shall be discussed and finalised in consultation with the Engineer and shall form a part of the Purchase Order/Contract between the Contractor and the Vendor. Within 3 weeks of the release of the Purchase Orders/ Contracts for such Bought Out items/ Components, a copy of the same without Price details but together with detailed Purchase Specifications, Quality Plans and Delivery Conditions shall be furnished to the Engineer by the Contractor.

20 Packing, Forwarding And Shipment:

20.3 The Contractor shall apply in writing to the Owner for permission to deliver any equipment or Contractor's Equipment to the Site. No equipment or Contractor's Equipment may be delivered to the Site without the Owner's written permission in the form of Dispatch Instructions.

20.4 The Contractor, wherever applicable, shall after proper painting, pack and crate all Equipment in such a manner as to protect them from deterioration and Damage during Rail and Road ,Ocean and Airway Transportation to the Site and Storage at the Site till the time of Erection. The Contractor shall be held responsible for all Damages due to improper packing.

20.5 The Contractor shall notify the Owner of the date of each Shipment from his Works, and the expected date of arrival at the Site for the information of the Owner.

20.6 The Contractor shall be responsible for the receipt at Site of all Goods and Contractor's Equipment delivered for the purposes of the Contract and The Contractor shall notify the Owner of the date of each shipment from his works, and the expected date of arrival at the Site for the information of the Owner upon arrival at Site, give a notice to the Owner when and where it has arrived and / or been stored.

20.7 The Contractor shall also give all Shipping information concerning the weight, size and content of each packing including any other information the

Owner may require.

20.8 The following Documents shall be sent by Registered Post to the Owner within 3 days from the date of Shipment, to enable the Owner to make progressive Payments to the Contractor.

- Application for Payment in the Standard format of the Owner(3 copies)
- Packing list (6 copies)
- Pre-dispatch clearance Certificate if any (3 copies)
- Test Certificate, wherever applicable (3 copies)
- Insurance Certificate (3 copies)

20.9 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose Material forming each and every Consignment dispatched to Site. The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his Works up to the Site and also till the, Equipment is

erected, Tested and Commissioned. He shall be solely responsible for proper Storage and Safe Custody of all Equipment.

20.10 DOCUMENTS:

The following documents shall be sent by registered post to the Owner within 3 days from the date of shipment, to enable the Owner to make progressive payments to the Contractor.

(a) **For Imported Goods.**

Upon shipment, the Contractor shall notify the Owner and the Insurance Company by cable or telex or fax the full details of the Shipment including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Contractor shall mail the following documents to the Owner, with a copy to the Insurance Company:

i) Copies of the Contractor's invoice showing NOA/LOA/DWA reference, Goods
description, quantity, unit price, total amount (6 copies);

ii) Original (3/3) and six copies of the negotiable, clean on-board bill of lading marked freight prepaid and six copies of non-negotiable bill of lading;

iii) Copies of packing list identifying contents of each package (6 copies);

iv) Insurance certificate (3 copies);

v) Manufacturer's / Contractor's guarantee certificate;

vi) Material Inspection & Clearance Certificate (MICC) for dispatch issued by the Owner or the Independent Agency appointed by the Owner and the Contractor's factory inspection report (3 copies); and

vii) Certificate of origin (3 copies).no

The above documents shall be received by the Owner at least two weeks before arrival of Goods at the port end. If not received, the Contractor will be responsible for any consequent expenses.

(b) **For Domestic Goods:**

i) Copies of the Contractor's invoice showing NOA/LOA/DWA reference, Goods description, quantity, unit price, total amount (6 copies);

ii) Packing list (6 copies);

iii) Railway receipt / receipted LR;

iv) Manufacturer's/Contractors guarantee certificate;

v) Material Inspection Clearance Certificate (MICC) for despatch issued by the Owner or the Independent Agency appointed by the Owner and the Contractor's factory inspection report (3 copies);

vi) Insurance certificate (3 copies); and

vii) Certificate of Origin.

21 Co-Operation with other Contractors and Consulting Engineers:

The Contractor shall agree to cooperate with the Owner's other Contractors and Consulting Engineers and freely exchange with them such Technical information as is necessary to obtain the most efficient and economical Design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with three copies of all correspondence addressed by the Contractor to other Contractors and Consulting Engineers of the Owner in respect of such exchange of Technical information.

22 No Waiver of Rights:

Neither the inspection by the Owner or the Engineer or any of their Officials, Employees, or Agents, nor any Order by the Owner or the Engineer for Payment of money or any Payment for or acceptance of the whole or any part of the Works by the Owner or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner or any right to Damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

23 Certificate not to affect right of Owner and liability of Contractor:

No interim Payment Certificate of the Engineer, nor any Sum paid on account by the Owner, nor any extension of time for execution of the Works granted by the Engineer shall affect or prejudice the rights of the Owner against the Contractor or relieve the Contractor of his obligation for the due Performance of the Contract, or be interpreted as approval of the Works done or of the Equipment furnished and no Certificate shall create liability for the Owner to pay for alterations, amendments, variations or additional Works not Ordered, in writing, by the Engineer or discharge the liability of the Contractor for the Payment of Damages whether due, ascertained, or certified or not or any Sum against the Payment of which he is bound to indemnify the Owner, nor shall any such Certificate nor the acceptance by him of any Sum paid on account or otherwise affect or prejudice the rights of Owner against the Contractor.

24 Training of Owner's Personnel:

24.3 The Contractor shall undertake to Train free of Cost, Engineering Personnel selected and sent by the Owner at the Works of the Contractor unless otherwise specified in the Technical Specifications. The period and the nature of Training for the individual Personnel shall be agreed upon mutually between the Contractor and the Owner. These Engineering Personnel shall be given special Training in the Shops, where the Equipment will be Manufactured and/or in their Collaborator's Works and where possible, in any other Plant where Equipment Manufactured by the Contractor or his Collaborator is under Installation, Operation, or Testing to enable those Personnel to become familiar with the Equipment being furnished by the Contractor. The details of the number of Persons to be trained, period of Training, nature of Training etc. shall be as outlined in accompanying Technical Specifications/Special Conditions of Contract.

24.4 All Visa charges, traveling, Boarding, lodging and other incidental expenses for the Engineering Personnel to be Trained during the total period of Training will have to be borne by the Contractor. A maximum of 04 Engineers need to be trained.

25 Progress Reports and Photographs:

During various stages of the Work in pursuance of the Contract, the Contractor shall at his own Cost submit Periodic Progress Reports as may be reasonably required by the Engineer with such Materials as, Charts, Net Works, Photographs, Test Certificates, etc. Such Progress Reports shall be in the form and size as may be required by the Engineer and shall be submitted in at least Three (3) copies.

26 GUARANTEES, PENALTIES FOR NON-PERFORMANCE

26.3 The Bidder shall guarantee that the equipment offered shall meet the rating and performance requirements stipulated for various equipment's covered in this specification/GTP offered and accepted and also in the techno-commercial sheets submitted and accepted by the owner. The Bidder shall also furnish a declaration in the manner prescribed and included in the relevant schedule of Bid form & price schedules for guarantees which shall attract levy of Penalty for non- performance.

26.4 If the guarantees are not established at factory tests, then the owner at his discretion may reject or accept the equipment after assessing the Penalties as per tables below against the Contractor and such amounts shall be deducted from the Contract Price or otherwise recovered from the Contract.

26.5 In case of Power Transformer & L.T. Transformer, the guaranteed loss at rated voltage for each equipment shall be corrected in accordance with IEC-289 & IEC-76 by multiplication with square of the ratio between measured current (at rated voltage) and rated current for the purpose of comparison of guaranteed losses with measured losses for levy of Penalties.

26.6 The transformers will be accepted as long as the tested/measured losses towards (No load loss, I^2R loss, auxiliary loss and the Load loss) at rated voltage/current (at 75 deg C) as specified in Technical particulars/parameters. The penalties shall be levied on the manufacturer/contractor (as the case may be) if losses measured during routine test are found to be within +2% tolerance of the losses specified in Technical particulars/parameters, beyond which the transformer shall be liable for rejection. No benefit shall be given for

supply of transformer, with losses (measured during routine tests) less than the losses specified in Technical particulars/parameters. Penalties to be levied is indicated in the table below in Clause No. 26.5.4.

The Bidder shall Guarantee that Equipment Offered shall meet the Ratings and Performance requirements stipulated for various Equipment covered in these Specifications and Documents. In case penalty for non-Performance are being stipulated then:

i) The Bidder shall also furnish a declaration in the manner prescribed and included in the Bid Proposal Sheets for certain Guarantees, which shall attract levy of penalty for non-Performance.

ii) Owner reserves the right to either, reject the Equipment/ Material, if the Guaranteed Ratings and Performance Parameters are not established during the factory Tests. Alternatively, the Owner may accept the Equipment after assessing the penalties for shortfall, against the Contractor as per provisions of the Technical Specifications, and such assessed amounts shall be deducted from the Contract Price or otherwise recovered.

26.7 Differential Price Factors and Evaluation:

26.7.7 EHV UG Cables:

The Dielectric Loss in KW at rated voltage and the total losses in KW comprising Dielectric, sheath and Resistance losses at rated output (at rated frequency and voltage) per circuit KM shall be guaranteed under this penalty clause for each phase of cable.

For the purpose of penalty computations, the results of the site/factory test will be taken for computation of the no load Dielectric loss and Total losses and will be compared with corresponding losses separately evaluated from the guaranteed figure in Schedule-14.

26.7.8 The following will attract penalty:

i) The excess of Dielectric loss in kW, over the Dielectric loss calculated from the guaranteed figure.

ii) The excess of the difference in Total losses and Dielectric losses in KW, over the same calculated from the guaranteed values.

26.7.9 GUARANTEED LOSS of EHV UG Cables:

i) The bidder shall clearly indicate the guaranteed value of the losses (at a maximum of two decimal places only) which shall be firm and without any tolerance limit in respect of under mentioned types of losses, as required in Schedule-14 at rated current, voltage & frequency per circuit KM (all 3 phases put together in one KM length of cable) in KW only.

   a) Dielectric losses
   b) Conductor/Copper losses.
   c) Sheath losses.

ii) The Guaranteed values of these losses quoted by the bidder will be taken for capitalizing the losses at the rates indicated below wherein the quoted prices shall be loaded by the differential capitalized loss amount for the purpose of bid comparison. For fraction of a KW quoted, capitalized cost of losses shall be calculated on pro-rata basis.

1	Capitalized Cost of Dielectric Losses	Rs.4,53,000/- per kW.

2	Capitalized Cost for Conductor/Copper loss and sheath loss.	Rs.1,85,000/- per kW.

iii) For the purpose of evaluation of the offer, the lowest individual losses/CKM quoted for each type of losses by any bidder shall be taken as the basis to work out the deviation in quoted losses by any particular bidder. No rounding-off of any value will be done and Loss values will be reckoned up to TWO decimal places only. The bid price would then be enhanced by the differential capitalized amount for the purpose of comparison of bids.

iv) The cable losses guaranteed in the bid are to be supported by design calculations along with documentary evidences if any, as per procedure & formula stipulated in IEC 60287-1-1 with latest amendments thereof. The reference of the same along with an extract of applicable IEC Standard shall be clearly furnished along with the GTP without which the bid would summarily be rejected.

v) This value shall be taken for calculation of dielectric losses/evaluation. No upper tolerance limit would be allowed for this value. However bidder can supply cables of tan delta values lesser than 0.001.

vi) The current in the conductor (I), for computation of conductor/copper loss shall be the rated continuous current in ground, as per clause no. 4.00.00 B (10) (ii) of Technical specification of cable. The AC resistance of conductor (Rac), at the said rated continuous current in ground shall be considered for calculation of copper losses. All cable parameters considered for loss calculation shall be as per the values declared by the bidder in the GTP. Any assumptions/Omissions in the Formula used for detailed loss calculation as per the above IEC shall be invariably indicated in the GTP.

vii) In case the declared guaranteed/quoted losses are in deviation to the losses arrived as per calculation, the higher of the two would be considered for evaluation of the offer and the lower of the losses would be considered for acceptance of the cable.

viii) On testing, if it is found that actual losses are more than the values guaranteed/quoted in Schedule-14, penalty shall be recovered from the bidder at the rates triple the capitalisation cost indicated under sl. no. (ii) above. However, no incentive would be allowed if the actual losses are found to be less than the guaranteed/quoted values.

ix) The cable would be accepted only if the measured values/test values/actual values on the finished product (on testing) is found to be within +5% of the guaranteed/quoted values for each type of losses subject to recovery of penalty as stated in sl. no (viii)

above. In case the measured value is exceeding the limit of 5% in any type of these losses, the cable would be out rightly rejected.

x) The guaranteed values of the losses quoted by the successful bidder will be verified at the time of final acceptance of the material after conducting necessary Tests on a random sample/s of the material taken from the finished product. The Tests shall be conducted in the laboratories as per terms and conditions as noted elsewhere in the tender documents.

26.7.10 POWER TRANSFORMER:

i) The bidder while quoting should clearly indicate the guaranteed value of the losses which shall be firm and without any tolerance limit in respect of under mentioned losses at normal tap, as required in GTP.

(a) No load loss at rated voltage and rated frequency.

(b) Load losses at rated output, rated voltage and rated frequency.

(c) I^2R Loss at rated output, rated voltage and rated frequency.

(d) Auxiliary losses at rated output.

ii) The guaranteed values of the losses quoted by the bidder will be used as the basis for evaluation of tenders, or for variation of the Contract Price in accordance with the capitalized cost of losses specified.

iii) For the purpose of evaluation of the offer, the lowest aggregate of figure of loss for the transformer, quoted by any Bidder shall be taken as the basis and that quoted by other Bidders will be computed to arrive at the differential price to be applied for each of the bid.

iv) The Maximum permissible losses (No load loss, I2R loss, auxiliary loss and load loss) at rated voltage/current (at 75 deg C) have been specified in Technical particulars/parameters. Following penalties shall be levied on the manufacturer/contractor (as the case may be) if losses measured during routine test are found to be within +2% tolerance of the Guaranteed losses quoted in the tender beyond which the transformer shall be liable for rejection. No benefit shall be given for supply of transformer, with losses (measured during routine tests) less than the Guaranteed losses quoted in the tender.

Sl. No.	**Differential of specified losses vs Measured losses**	**RATE (in INR per KW)**
1	No Load Loss	Rs. 10,00,000/KW
2	I^2R Losses/Load Losses (Differential of whichever loss is higher shall be considered for penalty)	Rs. 8,00,000/KW
3	Auxiliary Losses	Rs. 8,00,000/KW
Note: For a fraction of a kW, the penalty shall be applied on pro rata basis.		

27 SPARES:

27.1 All the Spares for the Equipment under the Contract will, strictly confirm to the Specifications and Documents and will be identical to the corresponding main Equipment/Components supplied under the Contract, and shall be fully interchangeable.

27.2 All the mandatory spares covered under the contract shall be procured along with the main equipment as a continuous operation and the delivery of the spares will be effected along with the main equipment in a phased manner and the delivery would be completed by the respective dates for the various categories of equipment as per the agreed Activity Chart. In case of recommended spares the above will be applicable provided the order for the recommended spares has been placed with the contractor prior to commencement of manufacture of the main equipment.

27.3 The Quality Plan and the inspection requirement finalized for the Main Equipment will also be applicable for the corresponding Spares.

27.4 The Contractor will provide the Owner with the Manufacturing Drawing,

Catalogues, Assembly Drawings and any other Document required by the Owner so as to enable the Owner to identify the recommended Spares. Such details will be furnished to the Owner as soon as they are prepared but in any case not later than six Months prior to commencement of Manufacture of the corresponding main Equipment.

27.5 The Contractor will provide the Owner with all the addresses and Particulars of his sub- Suppliers while placing the Order on Vendors for items/ Components/Equipment, covered under the Contract and will further ensure with his Vendors that the Owner if so desires, will have the right to place Order (s) for Spares directly on them on mutually agreed terms, based on Offers of such Vendors.

27.6 **WARRANTY FOR SPARES:**

27.6.1 The Contractor shall warrant that all Spares supplied will be new and in accordance with Contract Documents and will be free from defects in Design, Materials and Workmanship and shall further Guarantees as under:

For 3 years Operational Spares:

(Both Mandatory and Recommended):

a) For any item of Spares Ordered or to be Ordered by the Owner for 3 Years Operational requirement of the Plant which are Manufactured as a continuous Operation together with the corresponding Main Equipment / Component, the Warranty, will be 12 Months from the Scheduled date of Commercial Operation of the last unit of main Equipment under the Contract. In case of any failure in the original Component / Equipments due to faulty Designs, Materials and Workmanship, the corresponding Spares parts, if any, supplied will be replaced without any extra Cost to the Owner unless a joint examination and analysis by the Owner and the Contractor of such spare parts prove that the defect found in the original part that failed, can safely be assumed not to be present in spare parts. Such replaced spare parts will have the same Warranty as applicable to the replacement made for the defective original part Component provided that such replacement for the original Equipment and the spare replaced are again Manufactured together. The discarded spare parts will become the property of the Contractor as soon as they have been replaced by the Contractor.

b) For the item of Spares Ordered / to be Ordered by the Owner for 3 years Operation requirements of the Equipment, which with the written approval of the Owner, are not

Manufactured as a continuous Operation together with the Manufacture of the corresponding main Equipment / Component, will be warranted for 6000 hrs of Trouble free Operation, if used within a period of 18 Months (reckoned from the date of delivery at Site) However, if such spare parts are put to use after 18 Months of the delivery, at Site then the Guarantee of such Spares will stand valid till the expiry of 36 Months from the Scheduled date of the Completion of Commissioning of the last unit of Equipment -or 6000 hrs of trouble free Operation after such Spares are put in service, whichever is earlier.

c) For Long Term Requirement:

For items of Spares that may be Ordered by the Owner to cover requirements beyond 3 years of initial Operation of the Plant, the Warranty will be till the expiry of 6000 hrs of trouble free Operation if used with in a period of 18 Months from the date of delivery at Site. For items of Spares that may be used after 18 Months from the date of delivery at Site, the Warranty period will be 12 Months from the date

they are put to use or 6000 hrs of trouble free Operation, whichever is earlier.

27.6.2 The Warranty of Spares that are not used within 18 Months from the respective dates of the delivery at Site covered in Para (b) & (c) above will, however, be subject to the condition that all such Spares have been stored /maintained / preserved in accordance with Contractor's Standard recommended Practice, if any, and the same have been furnished to the Owner.

27.7 To enable the Owner to finalise the requirement of recommended Spares, which are Ordered subsequent to placement of Order for main Equipment in addition to necessary Technical details catalogue and such other information brought - out here - in above, the Contractor will also provide a justification in support of reasonableness of the quoted Prices of Spares which will, inter-alia, include Documentary evidence that the Prices quoted by the Contractor to the Owner are not higher than those charged by them from other customers in the same period.

27.8 In addition to the Spares recommended by the Contractor, if the Owner further identifies certain particular items of Spares, the Contractor will submit the Prices and delivery quotations for such Spares within 30 days of receipt of such request with validity period for 6 Months for consideration by the Owner and placement of Order for additional Spares, if Owner so desires.

27.9 The Contractor shall Guarantee the long term availability of Spares to the Owner for the full life of the Equipment covered under the Contract. The Contractor shall Guarantee that before going out of production of spare parts of the Equipment, he shall give the Owner at least twelve
(12) Months advance Notice so that the latter may Order his bulk requirement of Spares, if he so desires. The same provision will also be applicable to Sub-Contractor of any Spares by the Contractor or his Sub-Contractors. Further, in case or discontinuance of Manufacture of any Spares by the Contractor or his Sub -Contractors, the Contractor will provide the Owner, two years in advance full manufacturing Drawings, Material Specifications and Technical information required by the Owner for the purpose of Manufacture of such items.

27.10 Further in case of discontinuation of supply of Spares by the Contractor or his sub- Contractors, the Contractor will provide the Owner with full information for replacement of such Spares with other equivalent Makes, if so required by the Owner.

27.11 The Prices of all future requirements of items of Spares beyond 3 years Operational requirement will be derived from the corresponding ex-Works Price at which the Order for such Spares have been placed by Owner as part of mandatory Spares or recommended Spares. Ex- Works Order Price of future Spares shall be computed in accordance with the Price adjustment provisions covered under the main Contract excepting that the base indices will be counted from the Scheduled date of successful Completion of trial Operation of the last Equipment under the main Project and there will be no ceiling on the amount of narration in the Prices.

The above option for procuring future long term requirement of Spares by the Owner shall remain valid for a period of 5 years from successful Completion of Commissioning last unit of Equipment.

27.12 The Contractor will indicate in advance the delivery, period of the items of Spares, which the Owner may procure in accordance with above Sub-Clause. In case

of emergency requirements of Spares, the Contractor would make every effort to expedite the Manufacture and delivery of such Spares on the basis of mutually agreed time Schedule.

27.13 In case the Contractor fails to supply the mandatory recommended or long terms Spares in accordance with the terms stipulated above, the Owner shall be entitled to purchase the same from alternate sources at the risk and the Cost of the Contractor and recover from the Contractor, the excess amount paid by the Owner over the rates Worked on the above basis. In the event of such risk purchase by the Owner, the purchases will be as per the Works and procurement policy of the Owner prevalent at the time of such purchases and the Owner at his option may include a Representative of the Contractor in finalizing the purchases.

27.14 It is expressly understood that the final settlement between the Parties in terms of relevant Clauses of the Bidding Documents shall not relieve the Contractor of any of his obligations under the provisions of long term availability of Spares unless otherwise discharged in writing by the Owner.

28 Transfer of the Title:

28.1 The Title of **Owner Supplied Equipments/Materials** will be with BDA. These Equipments/Materials will be handed over to the Contractor for Erection, Testing and Commissioning duly obtaining an Indemnity Bond in accordance with Clause 9 of Special Conditions of Contract-SCC. This Indemnity Bond shall be furnished by the Contractor before commencement of the Supplies of Owner Supplied Equipments/Materials and shall be valid till the Scheduled Date of Testing, Commissioning and handing over of the Work back to the Engineer in accordance with Clause 46~~.3~~ of Conditions of Contract.

28.2 In Order to enable the Contractor to carry out his obligation under the Contract such as receipt at Site, Storage, Erection, Testing, etc., the Owner shall hand over (wherever applicable) the Goods to the Contractor against an Indemnity Bond in the format enclosed as Annexure- VIII & IX.

28.3 **For Contractor Supplied Equipments/Materials :**

28.3.1 Transfer of the title in respect of equipment and materials supplied by the Contractor to the BDA pursuant to the terms of the Contract shall pass on to the BDA with negotiation of dispatch documents.

28.3.2 This Transfer of Title shall not be construed to mean the acceptance and the consequent "Taking Over" of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until "Taking Over" and the fulfillment of guarantee provisions of this Contract.

28.3.3 This Transfer of Title shall not relieve the contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled ‘insurance' of this section.

28.3.4 In order to enable the contractor to carry out its obligation under the contract such as receipt at site, storage, erection, testing, etc., the owner shall hand over (wherever applicable) the goods to the contractor against an Indemnity Bond in the format enclosed as Annexure VIII & IX. The contractor shall be fully responsible for the safety of the goods while the same are under his custody as above.

28.4 The Contractor shall be fully responsible for the safety of all the Equipments/ Materials while the same are under his custody as above until **Handing Over of the “Substation and EHV UG Cable”** to the KPTCL in accordance with

Clause 46.4 of Conditions of Contract.

29 Liability for Accidents and Damages:

Under the Contract, the Contractor shall be responsible for loss or Damage to the Plant / Structures until the successful Completion of Commissioning as defined elsewhere in the Bid Document.

30 Delays by Owner or his Authorized Agents:

30.1 In case the Contractor's Performance is delayed due to any act of omission on the part of the Owner or his authorized Agents, then the Contractor shall be given due extension of time for the Completion of the Works, to the extent such omission on the part of the Owner has, caused delay, in the Contractor's Performance of the Contract. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final.

30.2 In addition, the Contractor shall be entitled to Claim demonstrable and reasonable compensation if such delays have resulted in any increase in Cost. The Owner shall examine the justification for such a request for Claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

31 Demurrage, Wharfage, Etc.

All demurrage, wharfage age, and other expenses incurred due to delayed clearance of the Material or any other reason shall be to the account of the Contractor.

32 Force Majeure:

32.1 Force Majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the Performance of the Contract, such as:

a) Natural Phenomena, including but not limited to Floods, Droughts, Earthquakes and Epidemics.

b) Acts of any Government, domestic or foreign, including but not limited to War, declared or undeclared, Priorities, Guarantees, and Embargoes. Provided either Party shall, within fifteen (15) days from the occurrence of such a cause, notify the other in writing of such causes.

32.2 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any Force Majeure cause as referred to and/or defined above. The date of Completion will subject to hereinafter provided, is extended by a reasonable time even though such cause may occur after Contractor's Performance of obligation has been delayed due to other causes.

32.3 **Bankruptcy:**

If the Contractor shall become bankrupt or otherwise insolvent or have a receiving Order made against him or compound with his Creditors, or being a Corporation, commence to be wound up, not being a voluntary winding up for the purpose only of amalgamation/ reconstruction, or carry on its business under a receiver for the benefit of its Creditors or any of them, the Owner will be at liberty:

a) To terminate the Contract forthwith by Notice in writing to the Liquidator or Receiver or to any Persons in whom the Contract may become vested and to act in the manner Provide in Clause 49.7 (of CC) infra titled 'Contractor's Default Liabilities', as though the last mentioned Notice has been the Notice referred to in such Clause and the Equipment Materials and Works have been taken out of the Contractor's hands;

b) To give such Liquidator, Receiver, or other Persons the option of carrying out the Contract subject to his providing a Guarantee, for the due and faithful Performance of the Contract, up to an amount, to be determined by the Owner.

33 Reconciliation of Accounts:

The Contractor shall prepare and submit every six Months, a statement covering Payments Claimed and the Payments received vis-a-vis the Works executed, for reconciliation of Accounts with the Owner. The Contractor shall also prepare and submit a detailed Account of Owner Issued Materials received and utilized by him for reconciliation purpose in a format to be discussed and finalized with the Owner before the Award of Contract.

34 Inspection and Tests:

34.1 The Owner or his Representative shall have the right to inspect and/or to Test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify the Inspections and Tests the Owner requires to be done and the place where they are to be conducted. The Owner shall notify the Supplier/Contractor in writing on the identity of any Representatives authorized for these purposes.

34.2 The Inspection and Tests may be conducted on premises of the Supplier/Contractor or its Sub-Contractor at point of delivery and/or at the Goods final destination. When conducted on the premises of the Supplier/ Contractor/ his Sub-Contractor, all reasonable facilities and assistance including access to Drawings and Production Data shall be furnished to the Inspectors at no charge to the Owner.

The Owner will depute three Engineers from BDA/BDA for inspecting the equipment's/materials. The Visa, to and fro travel expenses from the place of working of officials deputed for inspection, boarding charges, lodging charges and other incidental expenses of the inspecting Engineers for inspections to be carried out outside the country are to be borne by the Contractor.

The tests shall be conducted in the premises of the Original Equipment Manufacture only. The Inspection and Tests shall be conducted free of cost. The Contractor shall bare all the costs towards Travel, Boarding Lodging, etc. of all the representatives of the Purchaser deputed for Inspection and Tests when conducted on the premises of the supplier/ contractor/ its sub-contractor all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser/ owner.

Each Batch deputed for Inspection and Tests shall comprise of not less than three Engineers. The Contractor shall have the liberty to combine Inspection and Tests on different equipment's in one tour, provided the same is continuous, ensuring no loss of time.

34.3 Should any inspected or Tested Goods fail to conform to the Specifications, the Owner may reject them and the Supplier / Contractor shall either replace the rejected Goods or make all alterations necessary to meet Specification requirements free of Cost to the Owner. Should the Contractor/ his Sub-Supplier fails to Offer Materials/ Equipment for inspection on the specified date or the Materials fails during the Test, all the expenses incurred by, the Owner for subsequent inspections should be borne by the Contractor.

34.4 The levy of re-inspection charges on the default firms when BDA Officers are deputed for 2nd time for inspection of materials/equipment which were not ready for inspection on first visit or materials rejected on first time as follows:

a) Rs.15000/- per man, per day + **applicable CGST, SGST, IGST, UTGST**

prevailing/applicable on the day of inspection + any other Tax as per statutory requirement.

/PLUS/

b) Actual To & Fro charges by Air/Train/Bus. (as the case may be)

34.5 The Owner's right to inspect, Test and, where necessary, reject the Goods after the arrival of the Goods shall in no way be limited or waived by reason of the Goods having previously been inspected, Tested and passed by the Owner or his Representative prior to the Goods transportation.

Irrespective of the type test certificates furnished by the bidder, for the materials supplied as per the terms & conditions and revised qualifying requirement for approval as a vendor for BDA which is in effect from **01.01.2014** (vide Circular dated 19.09.2014) as stipulated in clause 3.11 of ITT, the BDA is at liberty to draw samples of material/equipment randomly from the project site during the execution of the contract at least 4 times during the entire execution period. The samples drawn can be each from a separate lot/set.

The samples so selected will be subjected to type tests at M/s CPRI, Bangalore /ERDA in the presence of BDA authorities and the test reports for the same shall be furnished.

The applicable testing charges will be borne by BDA. The payment towards the testing charges shall be

(a) Paid by BDA directly to the Testing Agency.

OR

(b) The successful bidder / turnkey agency shall make the payments towards the testing charges up front and the same will be reimbursable by BDA as per the actual, on submission of bills along with proof of payments on successful passing of tests.

However, the transportation and insurance charges shall be to the account of the bidder. If the material/equipment does not pass the test for a particular lot, the entire lot will be rejected and the bidder has to supply fresh material to substitute the materials supplied for the particular lot, even in spite of such materials might have been tested and passed by the TA & QC wing of BDA at factory. The testing fees in such cases are to the account of the bidder.

The following materials shall be subjected to random sample test as explained above,

(i) Conductor.
(ii) Insulator (Porcelain, Disc or silicon rubber composite).
(iii) Insulator hardware.
(iv) Conductor accessories.

34.6 Nothing in Clause 34.1 to 34.4 shall, in any way, release the Supplier/ Contractor from any Guaranty/Warranty or other obligations under this Contract.

34.7 **Dates for Inspection and Testing:**

The Contractor shall give the Owner reasonable notice in writing of the date on and the place at which any Equipment will be ready for testing as provided in the Contract and the Owner shall attend at the place so named within fifteen (15) days of the date, which the Contractor has stated in his notice. The Owner shall give the Contractor twenty-four (24) hours' notice in writing of his intention to attend the tests. The above notices shall be given at first by the quickest possible means and confirmed later in writing.

35 Consortium/Joint Venture :

35.1 In case a Bid is submitted by a Consortium/Joint Venture of two (2) firms as

partners (including the lead bidder), all the partners of Consortium/Joint Venture partners shall meet collectively the qualifying requirement as stipulated in ITT of the Bidding Documents. The Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Consortium/Joint Venture and the entire execution of the Contract including receipt of payment shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners as per proforma in Section "Annexure" of Conditions of Contract. All partners of the Consortium/Joint Venture shall be liable jointly and severally for the faithful execution of the Contract and all obligations in accordance with the Contract terms, and a copy of the agreement entered into by the Consortium/Joint Venture partners having such a provision shall be uploaded with the Bid. The Model format of the Consortium/Joint Venture Agreement are enclosed as **Annexure – XIII.**

As a security, the Bidder shall furnish the contract performance guarantee as stated in Instructions to Bidders. The guarantee amount shall be payable to the purchaser on demand.

36 **Notices:**

36.1 Any Notice given by one Party to the other, pursuant to Contract, shall be sent in writing by Registered Post with Acknowledgement Due or Fax. Fax Notice shall be confirmed in writing to the address specified in the Contract and **Executive Engineer Ele, Electrical Division BDA concerned**.

36.2 Notice(s) shall be deemed to have been duly and properly served upon the Parties hereto, if sent by any of the above-mentioned methods to the address mentioned in the Contract and **Executive Engineer Ele, Electrical Division BDA concerned**.

36.3 A Notice shall be effective when issued by one of the above-mentioned means or on the Notice's effective date, whichever is later.

37 Clearance through Customs:

The Owner shall furnish the Contractor the necessary documents such as Project Authority Certificate under 'Project Import Regulations-1986' applicable for imports under heading 98.01 of Customs Tariff Act-1975 amended from time to time, for availing concessional import duty. *Also* The Owner shall furnish the Contractor the necessary documents in obtaining import permit and clearance through the customs of all Goods and Contractor's Equipment and in procuring any necessary government consent to the re-export of Contractor's Equipment when it is removed from the Site.

37.1 **Information for Import Permits and Licenses:**

The Contractor shall submit to the Owner in good time the details of all the equipments/material that are envisaged in the Award for Import to enable the Owner to get the contracts registered with the customs under 'Project Import Regulations-1986' prior to clearance in the Customs House through which the goods are expected to be imported. Such details with regard to descriptions of the equipments/material to be submitted shall be exhaustive and the same descriptions shall appear in the Bill of entry to be raised subsequently so as to avoid any confusion in getting the materials cleared at customs under Heading No.98.01 (Project Import) of Customs Tariff Act-1975.

38 Advertising:

38.1 Any advertising stating the subject of this Contract by the Contractor in India or in other foreign countries shall be subject to approval of the Owner prior to the publication.

Publication of approved articles, photographs and other similar materials shall carry acknowledgement of the Owner.

G . ERECTION CONDITIONS OF CONTRACT (ECC)

1.0 General
2.0 Regulation of local Authorised and Statutes
3.0 Owner's Lien on Equipment
4.0 Inspection, Testing and Inspection Certificates
5.0 Access to Site and Works on Site
6.0 Contractors Site Office Establishment
7.0 Co-Operation with other Contractors
8.0 Discipline of Workmen
9.0 Contractor's Field Operation
10.0 Photographs and Progress Report
11.0 Man-power Report
12.0 Protection Of Works
13.0 Employment of Labour
14.0 Facilities to be provided by the Owner
15.0 Facilities to be provided by the Contractor
16.0 Lines and Grades
17.0 Fire Protection
18.0 Security
19.0 Contractor's Area Limits
20.0 Contractor's Co-Operation with the Owner
21.0 Pre-Commissioning Trails and Initial Operations
22.0 Materials Handling and Storage
23.0 Construction Management
24.0 Field Office records
25.0 Contractor's Materials brought on to Site
26.0 Protection of property and Contractors liability
27.0 Painting
28.0 Insurance
29.0 Unfavourable Working conditions
30.0 Protection of monuments and reference points
31.0 Work and safety Regulations
32.0 Code requirements
33.0 Foundation dressing and Grouting
34.0 Commissioning Spares

Section-5 - ERECTION CONDITIONS OF CONTRACT

1.0 **GENERAL:**

1.1 The following shall supplement the condition, already contained in the other parts of these Specifications and Document and shall govern the, portion of the Work of this Contract to be performed at Site.

1.2 The Contractor upon signing of the Contract shall, in addition to a Project Coordinator, nominate another responsible Officer as his Representative at Site, suitably Designated for the purpose of overall responsibility and coordination of the Works to be performed at Site. Such Persons shall

function from the Site Office of the Contractor during the pendency of Contract.

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES:

2.1 The Contractor shall comply with all the Rules and Regulations of Local Authorities during the Performance of his field activities. He shall also comply with all labour laws including the Minimum Wages Act, 1948, the Payment of Wages Act and the Rules made there under in respect of any Employee or Workman employed or engaged by him or his Sub-Contractor.

2.2 All Registration and Statutory Inspection Fees, if any in respect of his Work pursuant to this Contract, shall be to the account of the Contractor. However any Registration/Statutory Inspection Fees lawfully payable under any Statutory Laws and its Amendments from time to time during Erection in respect of the Equipment, ultimately to be owned by the Owner, shall be to the account of the Owner. Should any such Inspection or Registration need to be rearranged due to the fault of the Contractor or his Sub-Contractors, the additional Fees to such Inspection and/or Registration shall be borne by the Contractor.

3.0 OWNER'S LIEN ON EQUIPMENT:

The Owner shall have lien on all Equipment including those of the Contractor brought to the Site for the purpose of Erection, Testing and Commissioning of the Equipment to be supplied(either Owner Supplied or Contractor Supplied) and erected under the Contract. The Owner shall continue to hold the lien on all such Equipment throughout the period of Contract. No Material bought to the Site shall be removed from the Site by the Contractor and or is Sub-Contractor without the prior written approval of the Engineer

4.0 INSPECTION, TESTING & INSPECTION CERTIFICATES:

The provision of the Clause entitled Inspection, Testing and Inspection Certificates under Technical Specification shall also be applicable to the Erection Portion of the Works. The Engineer shall have the right to re-inspect any Equipment though previously inspected and approved by him at the Contractor's Works before and after the same are erected at Site. If by the above inspection, the Engineer rejects any Equipment, the Contractor shall make good for such rejections either by replacement or Modification/ Repairs as may be necessary to the satisfaction of the Engineer. Such replacements will also include the replacements or re-execution of such of those Work of other Contractors and/or Agencies which might have got Damaged or affected by the replacement or Re- Work done to the Contractor's Work.

5.0 ACCESS TO SITE AND WORKS ON SITE:

5.1 Suitable access to and possession of the Site shall be offered to the Contractor by the Owner in reasonable time.

5.2 The Works, so far as it is carried out on the Owner's Premises, shall be carried out at such time as the Owner may approve and the Owner shall give the Contractor reasonable facilities for carrying out the Works.

5.3 In the execution of the Works, no Persons other than the Contractor or his duly appointed Representative, Sub-Contractor and Workman, shall be allowed to do Work on the Site, except by the special permission, in writing of the Engineer or his Representative.

6.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT:

The Contractor shall establish a Site Office at the Site and keep posted an authorized Representative for the purpose of the Contract. Any written Order or instruction of the Engineer or his duly authorized Representative shall be communicated to the said authorized Resident Representative of the Contractor and the same shall be deemed to have been communicated to the Contractor at his legal address.

7.0 CO-OPERATION WITH OTHER CONTRACTORS:

7.1 The Contractor shall Co-operate with all other Contractors or tradesmen of the Owner, who may be performing other Works, on behalf of the Owner and the Workmen who may be employed by the Owner and doing Work in the vicinity of the Works under the Contract. The Contractor shall also so arrange to perform his Work as to minimize, to the maximum extent possible, interference- with the Work of other Contractors and their Workmen. Any injury or Damage that may be sustained by the Employees of the other Contractors and the Owner, due to the Contractor's Work shall promptly be made good at the Contractor's own expense. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and the Workmen of the Owner in regard to their Work. If the Work of the Contractor is delayed because of any set of omission of another Contractor the Contractor shall have no Claim against the Owner on that account other than an extension of time for completing his Works.

7.2 The Engineer shall be notified promptly by the Contractor of any defects in the other Contractor's Works that could affect the Contractor's Works. The Engineer shall determine the Corrective Measures, if any, required to rectify this situation after inspection of the Works and such decision by the Engineer shall be binding on the Contractor.

8.0 DISCIPLINE OF WORKMEN:

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his Employees and Workmen at Site. The Engineer shall be at liberty to object to the presence of any Representative or Employee of the Contractor at the Site, if in the opinion of the Engineer such Employee has misconducted or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a Persons objected to and provide in his place a competent replacement.

9.0 CONTRACTOR'S FIELD OPERATION:

9.1 The Contractor shall keep the Engineer informed, in advance, regarding his Field Activity Plans and Schedules for carrying out each part of the Works. Any review of such Plan or Schedule or method of Work by in Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Owner or any of

his Representatives and no Claim of the Contractor will be entertained because of the failure or inefficiency of any such Plan or Schedule, or method of Work reviewed. The Contractor shall be solely responsible for the safety adequacy and efficiency of Plant and Equipment and his Erection methods.

9.2 The Contractor shall have the complete responsibility for conditions of the Work Site including the safety of all Persons employed by him or his Sub-Contractor and all the Properties under his custody during the Performance of the Work. This requirement shall apply continuously till the Completion of the Contract and shall not be limited to normal Working Hours. The construction review by the Engineer is not intended to include review of Contractor's safety measures in or near the Work-Site and their adequacy or otherwise.

10.0 PHOTOGRAPHS AND PROGRESS REPORT:

10.1 The Contractor shall furnish three (3) Prints each of the Photographs on progress of the Work done at Site to the Engineer. Photographs shall be taken as and when indicated by the Engineer or his Representative. Photographs shall be adequate in size and number to indicate various stages of Erection. Each Photograph shall contain the date, the name of the Contractor and the title of the Photograph.

10.2 The above Photographs shall accompany the Monthly Progress Report detailing out the progress achieved on all Erection activities as compared to the Schedules. The report shall also indicate the reasons for the variance between the Scheduled and actual Progress and the action proposed for corrective measures, wherever necessary.

11.0 MAN POWER REPORT:

11.1 The Contractor shall submit to the Engineer, on the first day of every Month, a Man- Hour Schedule for the Month, detailing the Man-Hours Scheduled for the Month, skill- wise and area-wise.

11.2 The Contractor shall also submit to the Engineer, on the first day of every Month, a Man Power report of the previous Month detailing the number of Persons Scheduled to have been employed and actually employed, skill wise and the area of employment of such labour.

12.0 PROTECTION OF WORKS:

The Contractor shall have total responsibility for protecting his Works till it is finally taken over by the Engineer. No Claim will be entertained by the Owner or by the Engineer for any Damage or loss to the Contractor's Works and the Contractor shall be responsible for complete restoration of the Damaged Works to original conditions to comply with the Specification and Drawings, should any such Damage to the Contractor's Works occur because of any other Party not being under his supervision or control. The Contractor shall make his Claim directly with the Party concerned. If disagreement or conflict or dispute develops between the Contractor and the other Party or Parties concerned regarding the responsibility for Damages to the Contractor Works, the same shall be resolved as per the provisions of the Clause 7.0 above entitled "Cooperation with other Contractors". The Contractor shall not cause any delay in the repair of such Damaged Works because of any delay in the resolution of such dispute. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

13.0 EMPLOYMENT OF LABOUR:

13.1 The Contractor shall employ on the Work, only his regular skilled Employees with experience of his particular Work and in accordance with law.

13.2 All traveling expenses including provisions of all necessary transport to and

from Site, lodging allowances and other Payments to the Contractor's Employees shall be the sole responsibility of the Contractor,

13.3 The hours of Work on the Site shall be decided by the Owner and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day - Monday to Saturday.

13.4 The Contractor's Employees shall wear identification badges while on Work at Site.

13.5 In case the Owner becomes liable to pay any Wages or Dues to the Labour or to any Government Agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour (Regulation Abolition) Act or any other Law due to act of omission of the Contractor, the Owner may make such Payments and shall recover the same from the Contractor's bills.

14.0 FACILITIES TO BE PROVIDED BY THE OWNER.

14.1 **Space:**
Land for Contractor's Office, Store and Workshop etc.

a) The Engineer shall at his discretion and subject to availability for the duration of execution of the Contract make available at Site, land for construction of Contractors field Office, Workshop, Stores, Magazines for explosives in isolated locations, assembling yard, etc., required for execution of the Contract. Any construction of temporary roads, Offices, Workshop, etc., as per Plan approved by the Engineer shall be done by the Contractor at his Cost.
b) On Completion of Work, the Contractor shall hand over the land duly cleaned to the Engineer. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the Payment of his final bill shall not be made. The Contractor shall be made liable to pay for the use and occupation at the rates to the determined by the Engineer if the Contractor over stays in the land after the Contract is completed.

14.2 **Electricity:**

The Contractor shall make his own arrangements for Electrical Power required for Construction purposes as well as for its Staff Labour Colony.

14.3 **Water:**

The Contractor shall make his own arrangement for the Water for Construction / Drinking purposes both at Site and for his Staff / Labour Colony.

15.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR:

15.1 **Tools, Tackles and Scaffoldings:**

The Contractor shall provide all the Construction Equipment, Tools, Tackles and Scaffoldings required for Preassembly, Erection, Stringing, Testing and Commissioning of the Substation and Transmission Lines including all Equipments / Materials covered under the Contract. He shall submit a list of all such Materials to the Engineer before the commencement of Pre assembly at Site. These Tools and Tackles shall not be removed from the Site without the written permission of the Engineer.

15.2 **Communication:**

The Owner will extend the Telephone, Telex and Fax facilities, if

available at Site, for purposes of the Contract. The Contractor shall be charged at actual for such facilities.

The Contractor shall arrange to provide Communication facilities himself if they are not provided by the Owner due to non availability at Site.

15.3 **First-Aid:**

The Contractor shall provide necessary First-Aid facilities for all his Employees, Representatives and Workmen working at the Site. Enough number of Contractor's Personnel shall be trained in administering First Aid.

15.4 **Cleanliness:**

The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc., during the period of Contract. The Contractor shall employ enough number of special Personnel to thoroughly clean his Work Area at least once in a day. All such rubbish and scrap Material shall be stocked or disposed in a place to be identified by the Engineer. Materials and Stores shall be so arranged to permit easy cleaning of the area. In areas where Equipment might drip oil and cause Damage to the floor surface, a Suitable protective cover of a flame resistant, Oil Proof sheet shall be provided to protect the floor from such Damage.

Similarly the Labour Colony, the Offices and the Residential areas of the Contractor's Employees and Workmen shall be kept clean and neat to the entire satisfaction of the Engineer. Proper Sanitary arrangements shall be provided by the Contractor, in the Work-areas, Office and Residential areas of the Contractor.

15.5 The Contractor shall arrange the 3Nos vehicle to the officials to facility for regular visit of the construction/survey activities

15.6 The contractor shall pay a non-refundable contract management fee as mentioned in the e-Procurement portal. The contractor shall use the contract management module of e-Procurement system from the stage of signing of Contract till the approval of bills/invoices submitted in the e-Procurement system. Contractors can avail free training facilities on all working Saturdays in Centre for e- Governance, Bangalore.

16.0 LINES AND GRADES:

All the Works shall be performed to the Lines, Grades and Elevations indicated on the Drawings. The Contractor shall be responsible to locate and layout the Works. Basic Horizontal and Vertical Control Points will be established and marked by the Engineer at Site at suitable points. These points shall be used as Datum for the Works under the Contract. The Contractor shall inform the Engineer well in advance of the times and places at which he wishes to do Work in the area allotted to him so that suitable Datum Points may be established and checked by the Engineer to enable the Contractor to proceed with his Works. Any Work done without being properly located may be removed and/or dismantled by the Engineer at Contractor's expense.

17.0 FIRE PROTECTION:

17.1 The Work procedures that are to be used during the Erection shall be those, which minimize fire hazards to the extent practicable. Combustible Materials, Combustible Waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, Oils

and Volatile or inflammable Materials shall be stored away from the Construction and Equipment and Materials Storage areas in safe Containers. Un- treated Materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such Materials are received with the Equipment at the Site, the same shall be removed and replaced with acceptable Materials before moving into the construction or Storage area.

17.2 Similarly Corrugated Paper Fabricated Cartons etc., will not be permitted in the Construction area either for Storage or for handling of Materials. All such Materials used shall be of Waterproof and Flame Resistant type. All the other Materials such as Working Drawings, Plans etc. which are Combustible but are essential for the Works tobe executed shall be protected against combustion resulting from Welding Sparks, Cutting Flames and other similar fire sources.

17.3 All the Contractor's Supervisory Personnel and sufficient number of Workers shall be trained for Fire Fighting and shall be assigned specific Fire Protection Duties. Enough of such trained Personnel must be available at the Site during the entire period of the Contract.

17.4 The Contractor shall provide enough Fire Protection Equipment of the types and number for the warehouses, Office, temporary structures, Labour Colony area etc. Access to such Fire Protection Equipment shall be easy and kept open at all times.

18.0 SECURITY:

The Contractor shall have total responsibility for all Equipment and Materials in his Custody/Stores - Loose, Semi assembled and/or Erected by him at Site. The Contractor shall make Suitable Security arrangements including employment of Security Personnel to ensure the protection of all Materials, Equipment and Works from theft, fire, pilferage and any other Damages and loss. All Materials of the Contractor shall enter and leave the Project Site only with the written permission of the Engineer in the prescribed manner.

19.0 CONTRACTOR'S AREA LIMITS:

The Engineer will mark-out the boundary limits of access roads, Parking spaces, Storage and Construction areas for the Contractor and the Contractor shall not trespass the area not so marked out for him. The Contractor shall be responsible to ensure that none of his Personnel move out of the areas marked out for his Operations. In case of such a need for the Contractor's Personnel to Work out of the areas marked out for him, the same shall be done only with the written permission of the Engineer.

20.0 CONTRATORS CO-OPERATION WITH THE OWNER:

In case where the Performance of the Erection Work by the Contractor affects the Operation of the System facilities of the Owner, such Erection Work of the Contractor shall be Scheduled to be performed only in the manner stipulated by the Engineer and the same shall be acceptable at all times to the Contractor. The Engineer may impose such restrictions on the facilities provided to the Contractor such as Electricity, Water, etc., as he may think fit in the interest of the Owner and the Contractor shall strictly adhere to such restrictions and co-operate with the Engineer. It will be the responsibility of the Contractor to provide all

necessary temporary Instrumentation and other Measuring Devices required during Start-up and Operation of the Equipment systems, which are erected by him.

21.0 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS:

The Pre-Commissioning Trials and Initial Operations of the Equipment erected by the Contractor shall be the responsibility of the Contractor as detailed in relevant Clauses in Technical Specification. The Contractor shall provide, in addition, Test Instruments, Calibrating Devices etc., and Labour required for successful Performance of these Trials. If it is anticipated that the above Test may prolong for a long time, the Contractor's Workmen required for the above Test shall always be present at Site during such Trials.

22.0 MATERIALS HANDLING AND STORAGE:

22.1 All the Equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the Storage spaces by the Contractor.

22.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any Damage, shortage, discrepancy etc., for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or Damage in transit, handling and/or in Storage and Erection of the Equipment at Site. Any demurrage, wharfage and other such charges Claimed by the Transporters, Railways etc., shall be to the account of the Contractor.

22.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all Equipment received by him for the purpose of Erection and keep such record open for the inspection of the Engineer-charge.

22.4 All Equipment shall be handled very carefully to prevent any Damage or loss. No bare wire ropes, slings, etc., shall be used for unloading and/or handling of the Equipment without the specific written permission of the Engineer. All Equipment stored shall be properly protected to prevent Damage either to the Equipment or to the floor where they are stored. The Equipment from the store shall be moved to the actual location at the appropriate time so as to avoid Damage of such Equipment at Site.

22.5 All Electrical Panels, Control Gears, Motors and such other Devices shall be properly dried by heating before they are installed and energized.

22.6 The Contractor shall ensure- that all the packing Materials and Protection Device used for the various Equipment/Material transit and Storage are removed before the Equipment are installed.

22.7 The Consumables and other Supplies likely to deteriorate due to Storage must be thoroughly protected and stored in a Suitable manner to prevent Damage or deterioration in Quality by Storage.

22.8 All the Materials stored in the open or dusty location must be covered with Suitable Weatherproof and Flame proof covering Materials wherever applicable.

22.9 If the Materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's Cost.

22.10 The Contractor shall be responsible for making Suitable indoor Storage facilities to store all Equipment which require indoor Storage, normally, all the Electrical Equipment such as motors, control gear, generators, exciters and consumables like Electrodes, Lubricants etc,, shall be stored in the closed Storage space. The Engineer, in addition, may direct the Contractor to move certain other Materials, which in his opinion will require indoor Storage, to Storage areas, which the Contractor shall strictly comply with.

23.0 **CONSTRUCTION MANAGEMENT:**

23.1 The Field activities of the Contractors Working at Site will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and Tradesmen of the Owner regarding scheduling and coordination of Work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.

23.2 The Engineer shall hold Weekly Meetings of all the Contractors working at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such Meetings and take notes of discussions during the Meeting and the decision in performing his Works. In addition to the above Weekly Meeting, the Engineer may call for other Meeting, either with individual Contractors or with selected number of Contractors and in such a case the Contractor if called, will also attend such Meeting.

23.3 Time is the essence of the Contract and the Contractor shall be responsible for Performance of his Works in accordance with the specified Construction Schedule. If at any time, the Contractor is falling behind the Schedule, he shall take necessary action to make good for such delays by increasing his Work Force or by Working overtime or otherwise accelerate the progress of the Work to comply with the Schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

23.4 The Engineer shall, however, not be responsible for provision of additional Labour and/or Materials or Supply or any other Services to the Contractor except for the Co- ordination Work between various Contractors as set out earlier.

24.0 FIELD OFFICE RECORDS:

The Contractor shall maintain, at his Site Office, up to date copies of all Drawings, Specifications and other Contract Documents and any other supplementary Data complete with all the latest revisions thereto. The Contractor shall also maintain, in addition, the continuous record of all changes to the above Contract Documents, Drawing, Specifications, supplementary Data, etc., effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the Drawings and other Engineering Data to indicate as installed conditions of the Equipment furnished and erected under the Contract, such Drawings and Engineering Data shall be submitted to the Engineer in required number of copies.

25.0 CONTRACTORS MATERIALS BROUGHT ON TO SITE:

25.1 The Contractor shall bring to Site all Equipment, Components, Parts, Materials, including Construction Equipment, Tools and Tackles for the purpose of the Works under intimation to the Engineer. All such Goods shall, from the time of their being brought, vest with the Owner, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and Damage, thereto.

25.2 The Owner shall have a lien on such Goods for any Sum or Sums which may, at any time, be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving fifteen (15) days Notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose off any such Goods, in such manner as he shall think fit including Public Auction or Private Treaty and to apply the proceeds in or towards the satisfaction of such Sum or Sum due as aforesaid.

25.3 After the Completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the Materials Such as construction Equipment, Erection Tools and Tackles, Scaffolding etc., with the written permission of the Engineer. If the Contractor fails to remove such Materials, within fifteen (15) days of issue of the Notice by the Engineer to do so, then the Engineer shall have the liberty to dispose of such Materials as detailed under Clause 25.2 above and credit the proceeds there to the account of the Contractor.

26.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY:

26.1 The Contractor shall be responsible for any Damage resulting from his Operations. He shall also be responsible for protection of all Persons including Members of Public and Employees of the Owner and the Employees of other Contractors and Sub-Contractors and all Public and Private Property including Structures, Building, other Plants and Equipments and utilities either above or below the ground.

26.2 The Contractor will ensure provision of necessary safety Equipment such as Barriers, Signboards, Warning Lights and Alarms, etc., to provide adequate protection to Persons

and Property. The Contractor shall be responsible to give reasonable Notice to the Engineer and the Owner of Public/Private Property and Utilities when such Property and Utilities are likely to get damaged or injured during the Performance of his Works and shall make all necessary arrangements with such Owners related to removal and or replacement or protection of such Property and Utilities.

27.0 PAINTING

All exposed Metal parts of the Equipment including Piping, Structures, Railing etc., wherever applicable, after Installation, unless otherwise surface protected, shall be first painted with at least one coat of suitable Primer which matches the Shop Primer Paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, grease, oil and other foreign Materials by wire brushing, scrapping or Sand Blasting and the same being inspected and approved by the Engineer for painting. Afterwards, the above Parts shall be painted with two coats of allowed Resin Machinery Enamel paints. The Quality of the finish Paint shall be as per the Standards of ISI or equivalent and shall be of the Colour as approved by the Engineer.

28.0 INSURANCE:

28.1 In addition to the Condition covered under the Clause entitled "Insurance" in Conditions of Contract, the following provisions will also apply to the Portion of Works to be done beyond the Contractor's Own or his Sub-Contractor's manufacturing Works.

28.2 **Workmen's Compensation Insurance:**

This Insurance shall protect the Contractor against all Claims applicable under the Workmen's Compensation Act, 1948. This Policy shall also cover the Contractor against Claims for injury, disability, disease or death of his or his Sub-Contractor's Employee, which for any reason are not covered under the Workmen's compensation Act, 1948. The liabilities shall not be less than:

Workmen's compensation - As per statutory provisions.
Employee's liability - As per statutory provisions.

28.3 **Comprehensive Automobile Insurance:**

This Insurance shall be in such a form to protect the Contractor against all Claims for injuries, disability, disease and death to Members of Public including the Owner's Men and Damage to the Property of others arising from the use of Motor Vehicles during on or off the Site Operations, irrespective of the Ownership of such Vehicles. The liability covered shall be as herein indicated:

Fatal Injury - Rs. 100,000 each Persons

- Rs. 200,000 each

occurrence Property Damage --Rs. 1,00,000

each occurrence

28.4 **Comprehensive General Liability Insurance:**

The Insurance shall protect the Contactor against all Claims arising from injuries, disabilities, disease or death of members of Public or Damage to Property of others, due to any act or omission on the part of the Contractor, his Agents, his Employees, his Representatives and Sub-Contractors or from riots, strikes and Civil commotion. This Insurance shall also cover all the

liabilities of the Contractor arising out of the Clause entitled ‘Defense of Suits’ under Conditions of Contract.

The hazards to be covered will pertain to all the Works hazards where the Contractor, his Sub-Contractors, his Agents and his Employees have to perform Work pursuant to the Contract.

28.5 The above are only illustrative list of Insurance Covers normally required and it will be the responsibility of the Contractors to maintain all necessary Insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

29.0 UNFAVORABLE WORKING CONDITIONS:

The Contractor shall confine his entire field Operations to those, which can be performed without subjecting the Equipment and Materials to adverse effects, during inclement Weather conditions, like Monsoon, Storms, etc and during other unfavorable Construction conditions. No Field activities shall be performed by the Contractor under conditions that might adversely affect the Quality and efficiency thereof, unless special precautions or Measures are taken by the Contractor in a proper and Satisfactory manner in the Performance of such Works and with the concurrence of the Engineer. Such unfavourable Construction conditions will, in no way, relieve the Contractor of his responsibility to perform the Works as per the Schedule.

30.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS:

The Contractor shall ensure that any finds such as Relic, Antiquity, Coins, Fossils, etc which he may come across during the course of Performance of his Works, either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly the Contractor shall ensure that the Benchmarks, Reference points, etc which are marked either with the help of Engineer or by the Engineer shall not be disturbed in any way during the Performance of his Works. If any Work is to be performed, which disturb such reference, the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary Materials and assistance for such relocation of Reference points etc.,

31.0 WORK & SAFETY REGULATIONS:

31.1 The Contractor shall ensure proper safety of all the Workmen, Materials, Plant and Equipments belonging to him or to BDA or to others working at the Site. The Contractor shall also be responsible for provision of all safety Notices and safety Equipment required both by the relevant Legislation and the Engineer, as he may deem necessary.

31.2 The Contractor will notify well in advance to the Engineer of his intention to bring to the Site any Container filled with Liquid or Gaseous Fuel or Explosive or Petroleum substance or such Chemicals, which may involve hazards. The Engineer shall have the right to prescribe the conditions, under which such Container to be stored, handled and used during the Performance of the Works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer shall have the right, at his sole discretion, to inspect any such Container or such Construction Plant/Equipment for which Material in the Container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No Claim due to such prohibition shall be entertained by the Owner and the Owner shall not entertain any Claim of the Contractor towards additional safety provisions/ conditions to be provided for/constructed as per the Engineer's instructions. Further, any such decision of the Engineer shall not, in any way, absolve the Contactor of his responsibilities and in case, use of such a Container or entry thereof into the Site area is forbidden by the Engineer, the Contractor shall use

alternative methods with the approval of the Engineer without any cost implication to BDA or extension of Work Schedule.

31.3 Where it is necessary to provide and/or store Petroleum products or Petroleum Mixtures and Explosives, the Contractor shall be responsible for carrying out such provision and/or Storage in accordance with the Rules and Regulations laid down in Petroleum Act 1934, Explosives Act, 1948, and Petroleum and Carbide of Calcium Manual

published by the Chief Inspector of Explosives of India. All such Storage shall have prior approval of the Engineer. In case, any approvals are necessary from the Chief Inspector (Explosives) or any Statutory Authorities, the Contactor shall be responsible for obtaining the same.

31.4 All Equipment used in Construction and Erection by Contractor shall meet Indian/ International Standards and where such Standards do not exist, the Contractor shall ensure these to be absolutely safe. All Equipments shall be strictly Operated and Maintained by the Contractor in accordance with Manufacturer's Operation Manual and Safety instructions and as per Guidelines/ Rules of KPTCL/CEA in this regard.

31.5 Periodical Examinations and all Tests for all Lifting/ Hoisting Equipment and Tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and Associated Laws/Rules in force from time to time. A register of such examinations and Tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the Persons authorised by him.

31.6 The Contractor shall be fully responsible for the safe Storage of his and his Sub- Contractors Radioactive sources in accordance with BARC/DAE Rules and other applicable Provisions. All precautionary measures, stipulated by BARC/DAE in connection with use, Storage and handling of such Material shall be taken by Contractor.

31.7 The Contractor shall provide Suitable safety Equipment of prescribed Standard to all Employees and Workmen according to the need, as may be directed by the Engineer who will also have right to examine these safety Equipment to determine their suitability, reliability, acceptability and adaptability.

31.8 Where Explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent Person, strictly in accordance with the Code of Practices/Rules framed under Indian Explosives Act pertaining to handling, Storage and use of Explosive.

31.9 The Contractor shall provide safe Working conditions to all Workmen and Employees at the Site including safe means of Access, Railings, Stairs, Ladders, Scaffoldings etc. The Scaffoldings shall be erected under the control and supervision of experienced and competent Persons. For Erection, good and Standard Quality of Material only shall be used by the Contractor.

31.10 The Contractor shall not interfere or disturb Electric fuses, Wiring and other Electrical Equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by BDA Engineer to handle such Fuses, Wiring or Electrical Equipment.

31.11 Before the Contractor connects any Electrical appliances to any Plug or Socket belonging to the other Contactor or Owner, he shall

a) Satisfy the Engineer that the Appliance is in good Working Condition.

b) Inform the Engineer, of the Maximum Current Rating, Voltage and Phase of the Appliances.

c) Obtain permission of the Engineer detailing the Sockets to which the

Appliances may be connected.

31.12 The Engineer will not grant permission to connect until he is satisfied that:

a) The Appliance is in good condition and is fitted with Suitable Plug

b) The Appliance is fitted with a Suitable Cable having two Earth conditions, one of which shall be an Earthed Metal sheath surrounding the Cores.

31.13 No Electric Cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any Cable and no Ladder or similar Equipment will rest against or attached to it.

31.14 No repair Work shall be carried out on any Live Equipment. The Equipment must be declared 'Safe' by the Engineer and a 'Permit to Work' shall be issued by the Engineer before any repair Work is carried out by the Contractor. While working on Electric Lines/Equipments whether Live or dead, suitable type and sufficient Quantity of Tools will have to be provided by Contractor to Electricians/Workmen/Officers

31.15 The Contractor shall Employee necessary number of qualified, full time Electricians/Electrical Supervisors to maintain his temporary Electrical Installations.

31.16 The Contractor employing more than **20** workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen, who will coordinate with the project safety officer. **In case of work being carried out through Sub-Contractors, their workmen/employees will also be considered as the Contractor's Employees/Workmen for the above purpose.** The name and address of such safety officer of contractor will be promptly informed in writing to Engineer with a copy to safety officer in charge before he starts work or immediately after any change of the incumbent is made during currency of the contract. **The contractor shall comply with all statutory obligations.**

31.17 1n case any accident occurs during the Construction/ Erection or other associated activities undertaken by the Contractor, thereby causing any minor or major or fatal injury to his Employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the Authorities envisaged under the applicable Laws.

31.18 The Engineer shall have the right, at his sole discretion, to stop the Work, if in his opinion the Work is being carried out in such a way that it may cause accidents and endanger the Safety of the Persons and/or Property, and/or Equipments. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove the Short-comings promptly. The Contractor after stopping the specific Work can, if felt necessary, appeal against the Order of stoppage of Work to the Engineer within 3 days of such stoppage of Work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.

31.19 The Contractor shall not be entitled for any Damages/ compensation for stoppage of Work due to safety reasons as provided in Para-31.18 above and the period of such stoppage of Work will not be taken as an extension of time for Completion of Work and will not be the ground for waiver of Levy of **Penalties**.

31.20 It is Mandatory for the Contractor to observe during the execution of the Works, requirements of Safety Rules which would generally include but

not limited to following:

a) Each Employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his Work in a safe manner.

b) No Employee shall be given a new assignment of Work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow Employees.

c) Under no circumstances shall an Employee hurry or take unnecessary chance when working under hazardous conditions.

d) Employees must not leave naked fires unattended. Smoking shall not be permitted around Fire prone areas and adequate Fire Fighting Equipment shall be provided at crucial locations.

e) Employees under the influence of any intoxicating beverage, even to the slightest degree, shall not be permitted to remain at Work.

f) There shall be a suitable arrangement at every Work Site for rendering prompt and sufficient First Aid to the injured.

g) The Staircases and Passageways shall be adequately lighted.

h) The Employees when working around moving Machinery must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where Materials or Tools are likely to fall. Only experienced Workers shall be permitted to go behind guardrails or to clean around energized or moving Equipment.

i) The Employees must use the Standard Protection Equipment intended for each job. Each piece of Equipment shall be inspected before and after it is used.

j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

k) In cases of rock excavation, blasting shall invariably be done through licensed blasters and other precautions during blasting and Storage/transport of charge Materials shall be observed strictly.

31.21 The Contractor shall follow and comply with all BDA Safety Rules, relevant provisions of applicable Laws pertaining to the Safety of Workmen, Employees, Plant and Equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any discrepancy between Statutory requirement and BDA Safety Rules referred above, the later shall be binding on the Contractor unless the Statutory provisions are more stringent.

31.22 If the Contractor fails in providing Safe Working environment as per BDA Safety Rules or continues the Work even after being instructed to stop Work by the Engineer as provided in Para 31.18 above, the Contractor shall promptly pay to BDA, on demand by the Owner, compensation at the rate of Ps. 5,000/- per day or part thereof till the instructions are complied with and so certified by the Engineer. However, in case of accident taking place, causing injury, to any individual, the provisions contained in Para 31.23 shall also apply in addition to compensation mentioned in this Para.

31.23 If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by BDA or under the applicable Law for the safety of the Equipment and Plant and for the safety of Personnel and the Contractor does not prevent hazardous conditions which cause injury to his own Employees or Employees of other Contractors, or BDA/BDA Employees or any other Persons who are at Site or adjacent thereto, the Contractor shall be responsible for Payment of compensation to BDA/BDA as per the following Schedule:

a) Fatal injury or accident causing death	Rs.1,00,000/- per Persons	These are applicable for death/injury to any Persons whatsoever.

b) Major injuries or accident causing 25% or more permanent disablement to Workmen or Employees	Rs.20,000/- per Persons	These are applicable for death/injury to any Persons whatsoever.

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The Compensation mentioned above shall be in addition to the compensation payable to the Workmen/ Employees under the relevant provisions of the Workmen's Compensation Act and Rules framed there under or any other applicable Laws as applicable from time to time. In case the Owner is made to pay such compensation then the Contractor is liable to reimburse the Owner such amount in addition to the compensation indicated above.

32.0 **CODE REQUIREMENTS:**

The Erection requirements and Procedures to be followed during the Installation of the Equipment shall be in accordance with the relevant Codes and accepted good Engineering Practice, the Engineer's Drawings and other applicable Indian recognized Codes and Laws and Regulations of the Government of India.

33.0 **FOUNDATION DRESSING AND GROUTING:**

33.1 The surfaces of Foundations shall be dressed to bring the top surface of the foundations to the required level, prior to placement of Equipment/Equipment bases on the Foundations.

33.2 All the Equipment bases and Structural Steel Base Plates, shall be grouted and finished as per these Specifications unless otherwise recommended by the Equipment Manufacturer.

33.3 The concrete Foundation surfaces shall be properly prepared by chipping, grinding as required to bring the type of such Foundation to the required level, to provide the necessary roughness for bondage and to assure enough Bearing Strength. All laitance and surface film shall be removed and cleaned.

33.4 **Grouting Mix:**

The Grouting Mixture shall be composed of Portland cement, sand and water. The Portland cement to be used shall conform to ISI No. 269 or equivalent. Sand shall conform to ISI No. 383/2386 or equivalent. The grout proportions for flat bases where the grouting space does not exceed 35 mm shall be 50 Kg bag of cement to 75 Kg of sand. Only the required Quantity of water shall be added so as to make the mix quaky and flowable and the Mix shall not show excess water on top when it is being puddle in place. For thick grout beds up to 65 mm, the amount of sand shall be increased to 105 Kg per bag of cement. Bases which are, hollow and are to be filled full of grouting shall be filled to a level of 25 mm, above the outside rim with a mortar mix in the volumetric proportions of one part of cement and 1.5 part sand and 1.5 part 6 mm granite gravel, An acceptable Plasticiser may be added to the grout mixes in a proportion recommended by the Plasticisers Manufacturer. All such grouts shall be thoroughly mixed for not less than five minutes in an approved Mechanical Mixer and shall be used immediately after Mixing.

33.5 **Placing of Grout:**

After the base has been prepared, its alignment and level has been checked and approved and before actually placing the grout a low dam shall be set around the base at a distance that will permit pouring and manipulation of the grout. The height of such dam shall be at least 25 mm above the bottom of the base. Suitable side and number of chains shall be introduced under the base before placing the grout, so that such

chains can be moved back and forth to Push the grout into every part of the space under the base.

The grout shall be poured either through grout holes provided or shall be poured at one side or at two adjacent sides giving it a pressure need to make the grout move in a solid mass under the base and out in the opposite side. Pouring shall be continued until the

entire space below the base is thoroughly filled and the grout stands at least 25 mm higher all around than the bottom of the base. Enough care should be taken to avoid any air or water pockets beneath the bases.

33.6 **Finishing of the Edges of the Grout:**

The poured grout should be allowed to stand undisturbed until it is well set. Immediately thereafter, the dam shall be removed and grout, which extends beyond the edges of the structural or Equipment base, plates, shall be cut off, flushed and removed. The edges of the grout shall then be pointed and finished with 1:2 cement mortar pressed firmly to bond with the body of the grout and smoothened with a tool to present a smooth vertical surface. The Work shall be done in a clean and scientific manner and the adjacent floor spaces, exposed edges of the foundations, and structural steel and Equipment base plates shall be thoroughly cleaned of any spillage of the grout.

33.7 **Checking of Equipment After Grouting:**

After the grout is set and cured, the Contractor shall check and verify the alignment of Equipments, alignment of shafts of rotating Machinery, the slopes of all bearing pedestals, centering of rotors with respect to their sealing bores, couplings, etc as applicable and the like items to ensure that no displacement has taken place during grouting. The various recorded prior to grouting shall be used during such post grouting checkup and verifications. Such pre and post grout records of alignment details shall be maintained by the Contractor in a manner acceptable to the Engineer.

34.0 COMMISSIONING SPARES:

34.1 It will be the responsibility of the Contractor to provide all Commissioning Spares required for initial Operation till the Equipment is declared by the Owner as ready for Commissioning. The Contractor shall furnish a list of all Commissioning Spares within 60 days from the date of Letter of Award and such list shall be reviewed by the Owner and mutually agreed to. However such review and agreement will not absolve the Contractor of his responsibilities to supply all Commissioning Spares so that initial Operation does not suffer for want of Commissioning Spares. All Commissioning Spares shall be deemed to be included in the scope of the Contract at no extra Cost to the Owner.

34.2 These Spares shall be received and stored by the Contractor at least 3 Months prior to the Schedule date of commencement of Commissioning of the respective Equipment and utilized as and when required. The unutilized Spares and replaced parts, if any, at the end of successful Completion of Performance and Guarantee Test shall be the property of the Contractor and he will be allowed to take these parts back at his own Cost with the permission of Engineer.

CONDITIONS OF CONTRACT – ANNEXURE

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this

Contract. The following documents are also

part of the Contract:

- The Schedule of Operating and Maintenance Manuals (Clause - 48)
- The Methodology and Program of Construction (Clause - 25)
- Site Investigation Reports (Clause - 14)

Tender Inviting Authority:

Name & Address : The Executive Engineer (Ele), Electrical Division
T. Chowdaiah Road, Kumar Park west,
Bangalore-560020

Name of authorized Representative : The Executive Engineer (Ele), Electrical Division
T. Chowdaiah Road, Kumar Park west,
Bangalore-560020

The name and identification number of the Contract:

Tender Enquiry No : **BDA/EM/EE/XXXXX**

The Works consist of : .....including supply of all materials/equipments, Mandatory spares and Erection (including Civil works) of all materials/equipments, Testing and Commissioning.

Detailed Scope of work is as follows:
.....
Start Date:

The start date shall be the date of issue of Letter of Intent to Award the Contract. (Clause No: 1.1 of Conditions of Contract)

Intended Completion Date:

The Intended Completion Date for the whole of the Works is **18 Months** with the following milestones/ Stages. (Clause No: 17 & 26 of Conditions of Contract)

Milestone/Stages:

Substation:

Physical works to be completed	the works is 18 months with the following milestones (T0 is date of signing of contract)	Activity
Stage 1 (T1)	T0+3 Months	Approval of Vendors for all equipments/Structures, Approval of Drawings for all equipments/ Structures, Land leveling, Security fencing etc., and Foundation Works

		for ODS, Erection of Columns for Control Room, Earthmat work, Approval of Drawing for Civil works."
Stage 2 (T2)	T1+7 Months	Supply of all Equipments (Excluding Power Transformer)/Erection of Gantry, Mounting Structure and Construction of Control Room Building, Cable Ducts, Laying of Power and Control Cables etc., & other Civil Works.
Stage 3 (T3)	T2+8 Months	Supply of Power Transformer. Erection of Equipments, Wiring of C&R Panels, Illumination, Painting etc., Testing/ inspection, Commissioning

UG CABLE LINES:

Physical works to be completed	**the works is 18 months with the following milestones** (T0 is date of signing of contract)	**Activity**
Stage 1 (T1)	T0+3 Months	Check survey, approval of Vendors/drawings, etc
Stage 2 (T2)	T1+5 Months	Excavation, Supply of UG Cable , etc
Stage 3 (T3)	T2+7 Months	Supply of UG Cable, Asscerouses, Earthwires, etc
Stage 4 (T4)	T3+ 3Months	Trail Testing & commissioning

Site Possession Date:

The Site Possession Date is from the date of issue of Letter of Intent to Award the Contract.

Site Location:

The Site is located at: **.....**

Name of Work- **.....** including supply of all materials/equipments, Mandatory spares and Erection (including Civil works) of all materials/equipments, Testing and Commissioning.

Defects Liability Period/Guarantee:

The Contractor shall Guarantee that the equipment supplied by him will be new, unused and in accordance with the contract documents and free from

defects in material and workmanship for a period of **42 (Forty Two) months in respect of GIS modules, Power Transformer, Bus Reactor, Monopoles, Control and Relay panels, Isolators, Battery Set, Nitrogen Injection Fire Extinguishing system, Circuit Breakers & Substation Automation System, (36+1) (thirty seven) months (including one month observation period) for 66kV & 220kV UG cable & cable accessories, 36 (thirty six) months for OPGW Cable, Hardware & its Accessories, HPC/HTLS conductor, Hardware & its Accessories, 24 (Twenty four) months in respect of Battery Charger, Cameras (pertaining to Smart Surveillance systems (CCTV)) & 12 (Twelve) months for rest of the equipments/materials of the project commencing immediately upon the satisfactory commissioning and 36 (thirty six) months** in respect of Testing & Maintenance Equipments (As Mentioned in Technical Specification) commencing from the date of successful demonstration at site/Laboratory.

Further, the contractor shall guarantee of 12 (Twelve) Months for Erection and Civil Works commencing immediately upon the satisfactory commissioning. In addition the Contractor must ensure seamless/defect free operation of the Substation after commissioning, obliged to replace/ repair the faulty equipments/device with in the stipulated time assigned in Oral /writing whichever is earlier at that time of intimation without any prejudice.

Price Adjustment formula:

Price Adjustment shall be in accordance with Clause No: 40 of CC.

***Price Adjustment Formula[38]; (Clause - 40)**

1) **IEEMA Formulae for Electrical Items ref Annexure-1 Appendix.**

2) R= Value of work as defined in Clause 40.1 of

Conditions of

Contract. Adjustment for labour component:

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

VL = 0.85 X PL /100 X R X(Li - Lo) /Lo Where,

VL = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour;

Lo = The average consumer price index[39] for industrial workers for ……[40] Centre for the quarter preceding the date of opening of tenders as published by the Labour Bureau, Ministry of Labour, Government of India;

Li = The average consumer price index for industrial workers for …… Centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

PL = Percentage of labour component of the work.

Adjustment for Cement Component:

(ii) Price adjustment for increase or decrease in the cost of cement component procured by the contractor shall be paid in accordance with the following formula.

$V_C = 0.85 \text{ X } P_C /100 \text{ X R X } (C_i - C_o) /C_o$, Where,

V_C = Increase or decrease in the cost of the work during the quarter under consideration due to changes in the rates for cement;

C_o = The all India average wholesale price index[41] for cement (Ordinary Portland Cement) for the quarter preceding the date of opening of the tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India , New Delhi.

C_i = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi.

P_C = Percentage of cement component of the work.

Note: For the application of this clause index of Ordinary Portland Cement 42 has been chosen to represent Cement Group

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*Incorporated as per Energy Department Letter No. ENERGY/VSC/30/2023 Dated 17.03.2023 and Finance Department Letter No.FD63EXP-1/2023 Dated14.03.2023.

Adjustment for steel component:

(iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula.

$V_S = 0.85 \text{ X } P_S /100 \text{ X R X } (S_i - S_o)/S_o$ where,

V_S = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel;

S_o = The all India average wholesale price index for steel (M.S.Bars and rods) for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi.

S_i = The all India average wholesale price index for steel (M.S. Bars and Rods) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, New Delhi.

P_S = Percentage of steel component of the work.

Note: For the application of this clause, index of M.S.Bars and Rods 43 has been chosen to represent steel group.

Adjustment of Bitumen Component:

(iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$V_B = 0.85 \text{ X } P_B/100 \text{ X R X } (B_i - B_o)/B_o$, Where

V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen.

B_o = The official retail price of bitumen at the IOC /HPCL/BPL or any other depot at …….

[44] on the day 30 days prior to the date of opening of Bids.

B_i = The official retail price of bitumen at the IOC/HPCL/BPL or any other depot at
.....for the 15th day of the middle calendar month of the quarter under consideration.

P_B = Percentage of bitumen component of the work

Adjustment of Fuel and Lubricant component:

(v) Price adjustment for increase or decrease in cost of Fuel and Lubricants shall be paid in accordance with the following formula:

$V_F = 0.85 \text{ X } P_F /100 \text{ X R X } (F_i - F_o)/ F_o$, Where,

V_F = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and Lubricants.

F_o = The official retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPL or other
consumer pump at.....[45] on the day 30 days prior to the date of opening of Bids.

F_i = The official retail price of HSD at the IOC/HPCL/BPL or other consumer pump at
.....for the 15th day of the middle calendar month of the quarter under consideration.

P_F = Percentage of Fuel and Lubricant component of the work.

Note: For the application of this Clause the price of HSD[46] has been chosen to represent Fuel and Lubricant Group.

Adjustment for Plant and Machinery Spares Component:

(vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the contractor shall be paid in accordance with the following formula:

$VP = 0.85 \text{ X } PP/100 \text{ X R X } (P_i – P_o)/P_o$, Where

V_P = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for plant and machinery spares.

P_o = The all India average wholesale price index for Heavy machinery and parts for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi.

P_i = The all India average wholesale price index for Heavy machinery and parts for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi.

P_B = Percentage of Plant and Machinery Spares component of the work.

Note: For the application of this Clause index of Heavy Machinery and Parts[47] has been chosen to represent the Plant and Machinery Spares Group.

Adjustment for Other materials.:

(vii) Price adjustment for increase or decrease in the cost of other materials other than cement, steel, bitumen and Fuel and Lubricants[48], procured by the contractor shall be paid in accordance with the following formula:

$V_M = 0.85 \text{ X } P_M/100 \text{ X R X } (M_i - M_o)/M_o$, Where

V_M = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for local materials other than cement, steel, bitumen and Fuel and Lubricants.

M_o = The all India average wholesale price index for all commodities for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi.

M_i = The all India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi.

P_M = Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants) of the work.

The following percentages[49] will govern the price adjustment for the entire contract:[50]

(49 & 50 - The percentages have to be approximately worked out on the estimates of cost and incorporated in the tender document before issue. It shall not be changed even if there is change of scope of work during execution.

50 The components could be added or deleted or changed depending on the nature of the work).

1.	Labour – P_L	~~35~~% XX%
2.	Cement – P_C	~~23 %~~ XX %
3.	Steel – P_S	~~27 %~~ XX%
4.	Bitumen – P_B	~~0%~~ XX%
5.	Fuel and Lubricants – P_F[51]	~~10 %~~ XX%
6.	Plant and Machinery Spares – P_P [52]	~~0%~~ XX%
7.	Other materials – P_M	~~5%~~ XX%
	TOTAL	**100 %[53]**

Penalty:

Substation: Completion period - **Eighteen (18) Months** from the date of Letter of Intent to Award the Contract including monsoon period. (T0 is date of signing of contract)			
No. of Stages	**Activities**	**Completion period**	**Percentage of penalty**
Stage-I (T1)	Approval of Vendors for all equipments/ Structures, Approval of Drawings for all	**T0+3 Months**	0.1% per day subject to maximum of 10% of the value of the stage i.e. 0.1 % per day of Rs. .... Crores of Stage-I for the uncompleted

	equipments/Structures, Land leveling, Security fencing etc., and Foundation Works for ODS, Erection of Columns for Control Room, Earthmat work, Approval of Drawing for Civil works.		portion of the work shall be deducted out of running bills as penalty.
Stage-II (T2)	Supply of all Equipments (Excluding Power Transformer) / Erection of Gantry, Mounting Structure and Construction of Control Room Building, Cable Ducts, Laying of Power and Control Cables etc., & other Civil Works.	**T1+7 Months**	0.1% per day subject to maximum of 10% of the value of the stage i.e. 0.1 % per day of Rs. .... Crores of Stage- II for the uncompleted portion of the work shall be deducted out of running bills as penalty.
Stage-III (T3)	Supply of Power Transformer. Erection of Equipments, Wiring of C&R Panels, Illumination, Painting etc., Testing/inspection, Commissioning,	**T2+8 Months**	0.1% per day subject to maximum of 10 % of the total contract value shall be deducted out of final bill i.e. the DWA amount, duly deducting the penalties already recovered during Stage-I&II for the uncompleted portion of the work. If project is completed 100% in all respect as per the stipulated completion time, then penalty if any levied due to stage wise delay shall be returned back without any interest to the turnkey contractor by the Jurisdictional Chief Engineer. In case the successful bidder fails to execute the supplies / works as per the program or opinion of purchaser, the supplies / works are progressing at a slow pace, the owner reserves its right to get the balance or part of supplies / works executed through other agencies at the risk and cost of the turnkey agencies, this is in addition to the right of the BDA to recover any damage from the contractor and also blacklisting.

UG Cable Line Works: Completion period **Eighteen (18) Months** from the date of Letter of Intent to award the contract including monsoon period. (T0 is date of signing of contract)

Stages	**Activities**	**Completion period**	**Percentage of penalty**
Stage-I (T 1)	Check survey, Preparation of cable route profile, approval of Vendors/	**T0+3 Months**	0.1% per day subject to maximum of **10%** of the value of the stage i.e. 0.1% per day of Rs. .... Crores of

	GTP, approval of arrangement & drawings for road crossing, railway crossing etc., preparation of drawings of cable trench/ RCC cable duct obtaining statutory clearances wherever required etc.		Stage-I for the uncompleted portion of the work shall be deducted out of running bills as penalty.
Stage-II (T 2)	Supply of UG Cable, Cable Accessories, Cable Terminating Tower materials, Conductors, Hardwares, Insulators, Earthwire & related equipments / materials etc., & Excavation, Cable Terminating Towers, Laying of UG Cable, Cable end terminations & joints etc., construction of cable ducts, laying of OFC & related civil works	**T1+5Months**	0.1% per day subject to maximum of **10%** of the value of the stage i.e. 0.1% per day of Rs. …. Crores of Stage-II for the uncompleted portion of the work shall be deducted out of running bills as penalty.
Stage-III (T 3)	Erection of equipment's & Cable Terminating Towers Supply of Conductors Stringing of conductor, Providing Tower accessories, earthings, Wiring, etc., Inspection & testing/ Commissioning.	**T2+7Months**	0.1% per day subject to maximum of **10%** of the total contract value shall be deducted out of final bill i.e. the DWA amount, duly deducting the penalties already recovered during Stage-I & II for the uncompleted portion of the work. If project is completed 100% in all respect as per the stipulated completion time, then penalty levied shall be returned back without any interest to the turnkey contractor by the Jurisdictional Chief Engineer. In case the successful Bidder fails to execute the supplies/works as per the program or opinion of purchaser, the pace, the owner reserves its right to get the balance or part of supplies/ works executed through other agencies at the risk & cost
Stage-IV (T 4)	Trail Testing & Commissioning	**T3+ 3Months**	

			of the turnkey agencies, this is in addition to the right of the BDA to recover any damage from contractor & also blacklisting.

The maximum amount of penalty for the whole of the works [Clause – 41 of CC] is **ten percent of final contract price.**

As-Built Drawings:

The date by which "as-built" drawings in 5 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [Clause – 48 of CC].

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is **Ten Percent (10%)** of the Ex-works price as in clause no 8 of SCC.

The following event shall also be fundamental breach of the contract (Clause No: 49.2 of CC):

1) The contractor has contravened Sub-clause Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be as per Clause No: 49.7 & 49.9 of CC. (Clause
- 50.1 of CC).

SECTION 7:
SPECIFICATIONS

Refer Uploaded Technical Specifications

SECTION 8

DRAWINGS

Refer uploaded Drawings

SECTION 9: BILL OF QUANTITIES

Refer Technical Sheets & Item-wise Financial bid uploaded in e-procurement portal

SECTION 10

Format Of Bank Guarantee For EMD & Security Deposit

Refer Section-4 – ANNEXURES